

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023-01

RESOLUTION FOR THE ANNUAL REVIEW AND APPROVAL OF THE HIDALGO
COUNTY REGIONAL MOBILITY AUTHORITY INVESTMENT POLICY

THIS RESOLUTION is adopted this 24th day of January, 2023 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Board of Directors of the Authority has been constituted in accordance with the Act; and

WHEREAS, the prudent and legally permissible management and investment of Authority funds is responsibility of the Board of Directors and its designees; and

WHEREAS, the Authority initially adopted the Investment Policy at a regularly scheduled meeting on April 10, 2008 and reviewed and revised the policy on November 23, 2010 and May 16, 2012; and

WHEREAS, on September 18, 2013, the Authority reviewed the Investment Policy as required by the Public Fund Investment Act annually; and

WHEREAS, on October 16, 2013, the Authority amended the Investment Policy to add Flexible Repurchase Agreements and Brokered Certificate of Deposit Programs as part of allowed investments; and

WHEREAS, on January 22, 2014, the Authority has determined it is necessary to exclude mortgage backed securities from the Investment Policy as authorized investments; and

WHEREAS, on January 27, 2015, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on February 23, 2016, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 24, 2017, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 23, 2018, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 22, 2019, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 28, 2020, the Authority reviewed the Investment Policy and determined changes to the Investment Policy are necessary to reflect industry name changes and weighted average maturity (WAM) limitations; and

WHEREAS, on January 26, 2021, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, on January 25, 2022, the Authority reviewed the Investment Policy and determined that no changes to the Investment Policy were necessary; and

WHEREAS, the Authority has reviewed the Investment Policy as required annually by the Public Fund Investment Act and has determined changes to reflect PFIA requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

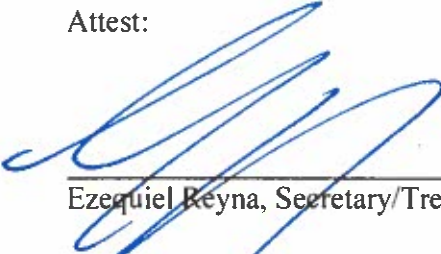
- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board approves the annual review of the Authority's Investment Policy with changes, hereto attached as Exhibit A.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of January, 2023, at which meeting a quorum was present.



S. David Deanda, Chairman

Attest:



Ezequiel Reyna, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
INVESTMENT POLICY

ADOPTED

MAY 16, 2012

AND

AMENDED

JANUARY 22, 2014

JANUARY 28, 2020

JANUARY 24, 2023



Investment Policy

I. Scope

This policy complies with the Texas Public Funds Investment Act and applies to the investment of short-term operating funds and proceeds from certain bond issues. Longer-term funds, including investments of employees' investment retirement funds, are covered by a separate policy.

Pooling of Funds Except for cash in certain restricted and special funds, Hidalgo County Regional Mobility Authority (RMA) will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. **Credit Risk** Hidalgo County RMA will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Limiting investments to the safest types of securities and the highest credit quality investment counterparts
- Qualifying the financial institutions, broker/dealers, intermediaries, counterparties, investment agreement providers, and investment advisers with which Hidalgo County RMA will do business
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

b. **Interest Rate Risk** Hidalgo County RMA will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity (matching cash flow requirement with investment cash flow)
- Investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools.

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. Investment agreements that provide cash flow flexibility may also be used.

3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of subordinated importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:
 - A security with declining credit may be sold early to minimize loss of principal.
 - A security swap would improve the quality, yield, or target duration in the portfolio.
 - Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

1. **Prudence** The standard of prudence to be used by investment officials shall be the "prudent person" standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

2. **Ethics and Conflicts of Interest** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the

investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of Hidalgo County RMA.

3. **Delegation of Authority** Authority to manage the investment program is granted to a designated official as appointed by the Board, hereinafter referred to as "investment officer", and derived from the following: Texas Public Fund Investment Act. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository investment agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. **Financial Dealers and Institutions**

1. **Authorized Financial Dealers and Institutions** A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include, but are not limited to, "primary" dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification, as appropriate
- Proof of state registration, as appropriate
- Completed broker/dealer questionnaire, as appropriate
- Certification of having read and understood the Hidalgo County RMA investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to the criteria under Paragraph 1 may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and should be consistent with state or local law. These types of investment purchases should be approved by the appropriate legislative or governing body in advance.

2. **Investment Advisors** The Authority may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) to assist in the review of the investment policy, cash

flow requirements, the formulation of investment strategies, the analysis and execution of security purchases, sales and deliveries, as well as attend investment meetings, provide monthly and quarterly reporting, security valuations, market updates, and to generally service the investment needs of the Authority. The investment advisor will also be responsible for performing broker/dealer financial due diligence on the Authority's behalf and provide a list of its authorized broker/dealers on an annual basis. The Authority, however, retains ultimate responsibility as fiduciary of its assets.

- V. **Internal Controls** The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of Hidalgo County RMA are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

1. Control of collusion
2. Separation of transaction authority from accounting and recordkeeping
3. Custodial safekeeping
4. Avoidance of physical delivery securities
5. Clear delegation of authority to subordinate staff members
6. Written confirmation of transactions for investments and wire transfers
7. Development of a wire transfer agreement with the lead bank and third-party custodian
8. All trades where applicable will be executed by **delivery vs. payment** (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.
9. At least three bids or offers must be solicited for all other transactions involving individual securities. The Authority's investment advisor is also required to solicit at least three bids or offers when transacting trades on the Authority's behalf. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security. In the case of a certificate of deposit purchase, at least two other offers should be solicited to provide a comparison.

- VI. **Investment Training** Investment officers and all personnel authorized to execute investment transactions, shall attend at least one investment training session, containing at least 10 hours of instruction within 12 months after taking office or assuming duties. After the first year, Investment Officers and designees shall receive at least eight (8) hours of investment training within a two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. Training sources include Hilltop Securities, Government Finance Officers Association (GFOA), Government Finance Officers Association of Texas (GFOAT), Government Treasurers Organization of Texas (GTOT), Texas Municipal League (TML), TexPool, and the University of North Texas. *Additional sources may be approved by the Board.*

- VII. **Suitable and Authorized Investments**

In accordance with authorizing Federal and State laws, the Trust Agreements, the Authority's depository contract, and appropriate approved collateral provisions, and in furtherance of the Investment Strategy Statement attached hereto, the Authority may utilize the following investments for the investment of the Authority's funds:

Obligations of or Guaranteed by Governmental Entities

- a) Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.
- b) Direct obligations of the State of Texas or its agencies and Instrumentalities.
- c) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.
- d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e) Certificates of Deposit and Share Certificates

A certificate of deposit, or share certificate meeting the requirements of the Act that are issued by or through a depository institution that either has its main office, or a branch in the State of Texas that is (1) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor or the National Credit Union Share Insurance Fund or its successor; (2) secured by obligations described in clauses (a)-(d) above, excluding mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates and those mortgage-backed securities listed in Section 16.0; or (3) secured in any other manner and amount provided by law for deposits of the Authority.

In addition to Hidalgo County RMA to invest funds in certificates of deposit above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this policy:

1. The funds are invested by Hidalgo County RMA through: (1) a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by Hidalgo County RMA as required by Section IV(1) of this Investment Policy; or (2) a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity.
2. The broker or the depository institution selected by the investing entity under subparagraph (i) above arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of Hidalgo County RMA.
3. the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. Hidalgo County RMA appoints the depository institution selected by Hidalgo County RMA under subparagraph (i) above, an entity described by Section 2257.041(d) of the Act, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with

respect to the certificates of deposit issued for the account of the investing entity.

f) Repurchase Agreements

A fully collateralized repurchase agreement that (1) has a defined termination date; (2) is secured by obligations described in clause (a) above; (3) requires the securities being purchased by the Authority to be pledged to the Authority, held in the Authority's name, and deposited at the time the investment is made with the Authority or with a third party selected and approved by the Authority; and (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back, at a future date, obligations described in clause (a) above, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and reverse security repurchase agreement.

Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the Authority under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. The Authority requires the execution of a Master Repurchase Agreement in substantially the form as may be prescribed by The Securities Industry and Financial Markets Association (SIFMA).

g) Banker's Acceptance

A Bankers' acceptance that (1) has a stated maturity of 180 days or fewer from the date of its issuance; (2) will be, in accordance with its terms, liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 5% of the total Authority's Investment Portfolio, and all such endorsing banks shall come only from a list of entities that are constantly monitored as to financial solvency.

h) Commercial Paper

Commercial Paper that (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least (A) two nationally recognized credit rating agencies or (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any State. Such transactions shall not exceed 25% of the total Authority's Investment Portfolio with no more than 5% in any one issuer or its subsidiaries.

i) Mutual Funds

A no-load money market mutual fund that (1) is registered with and regulated by the Securities and Exchange Commission; (2) provides the Authority with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; (3) has a dollar-weighted average stated maturity of 60 days or fewer; and (4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

A no-load mutual fund that (1) is registered with the Securities and Exchange Commission;

(2) has an average weighted maturity of less than two years; (3) is invested exclusively in obligations described in this Section 14.0; (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and (5) conforms to the requirements set forth in Sections 2256.016(b) and (c) of the Act, relating to the eligibility of investment pools to receive and invest funds of investing entities.

The Authority is not authorized to (1) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in the immediately preceding paragraph; (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in the immediately preceding paragraph; or (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in either paragraph above in an amount that exceeds 10% of the total assets of the mutual fund. In addition, the total assets invested in any single mutual fund may not exceed 5% of the Authority's average fund balance, excluding bond proceeds and reserves and other funds held for debt service.

With regard to Money Market Mutual Funds, the Authority is not authorized to invest its funds in any one money market mutual fund in an amount that exceeds 5% of the total assets of the money market mutual fund.

j) Investment Pools

The Authority may invest its funds and funds under its control through an eligible investment pool if the Board of Directors by official action authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Act. The Authority may invest its funds through an eligible investment pool if the pool provides to the Investment Officer an offering circular or other similar disclosure document that contains, at a minimum, the following information:

- 1) The types of investments in which money is allowed to be invested.
- 2) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
- 3) The maximum stated maturity date any investment security within the portfolio has.
- 4) The objectives of the pool.
- 5) The size of the pool.
- 6) The names of the members of the advisory board of the pool and the dates their terms expire.
- 7) The custodian bank that will safe keep the pool's assets.
- 8) Whether the intent of the pool is to maintain a net asset value of \$1 and the risk of market price fluctuation.
- 9) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
- 10) The name and address of the independent auditor of the pool.
- 11) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.
- 12) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility to receive funds from and invest funds on behalf of the Authority, an investment pool must be continuously rated no lower than AAA, AAA-m, and AAA-f or at an equivalent rating of at least one nationally recognized rating service and must furnish to the Investment Officer: (i) Investment transaction confirmations and (ii) A monthly report that contains, at a minimum, the following information:

- 1) The types and percentage breakdown of securities in which the pool has invested.
- 2) The current average dollar-weighted maturity, based on the stated maturity date of the pool.
- 3) The current percentage of the pool's portfolio in investments that have stated maturities of more than one year.
- 4) The book value versus the market value of the pool's portfolio, using amortized cost valuation.
- 5) The size of the pool.
- 6) The number of participants in the pool.
- 7) The custodian bank that is safekeeping the assets of the pool.
- 8) A listing of daily transaction activity of the Authority in the pool.
- 9) The yield and expense ratio of the pool.
- 10) The portfolio managers of the pool.
- 11) Any changes or addenda to the offering circular.

The Authority by contract may delegate to an investment pool the Authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of the Authority, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of the Authority, a public funds investment pool must have an advisory board composed:

- 1) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791, Texas Government Code, and managed by a state agency; or
- 2) Of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

k) Guaranteed Investment Contracts

A Guaranteed Investment Contract is an authorized investment for bond proceeds if the guaranteed investment contract:

- 1) Has a defined termination date;
- 2) Is secured by obligations described by clause (a) above, but excluding those obligations described by Section 16.0 herein in an amount at least equal to the amount of bond proceeds invested under the contract;
- 3) Is pledged to the Authority and deposited with the Authority or with a third party selected and approved by the Authority; and
- 4) Meets the following requirements:
 - a) The Board of Directors of the Authority must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
 - b) The Authority must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
 - c) The Authority must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
 - d) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be reinvested; and

The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

The following are not authorized investments under this Section V:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and.
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

VIII. Investment Parameters

- a. **Diversification** The investments shall be diversified by:
 - i. limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
 - ii. limiting investment in securities that have higher credit risks,
 - iii. investing in securities with varying maturities, and
 - iv. continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

- b. **Maximum Maturities** To the extent possible, Hidalgo County RMA shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the Hidalgo County RMA will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. Hidalgo County RMA shall adopt weighted average maturity limitations (which often range from 60 days to 3 years), consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the legislative body.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LGIPs, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

IX. Reporting

- a. **Methods** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow Hidalgo County RMA to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment officer, the legislative body, and any pool participants. The report will include the following:
- i. Listing of individual securities held at the end of the reporting period.
 - ii. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
 - iii. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
 - iv. Listing of investment by maturity date.
 - v. Percentage of the total portfolio which each type of investment represents.
- b. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.
- c. **Marking to Market** The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

X. Policy Considerations

- a. **Existing Securities Exemption** The Authority is not required to liquidate investments that were authorized investments at the time of purchase. (Tex.

Gov't. Code Sec. 2256.017)

- b. **Downgrade Provision** The Authority shall take all prudent measures consistent with this Policy to liquidate an investment that no longer meets the required minimum rating standards, as per the Tex. Gov't. Code Sec. 2256.021.
- c. **Hold to Maturity** It is the Authority's intended policy to hold all investments to maturity. However, securities may be sold early if necessary to provide liquidity or if there is a financial benefit to the Authority.
- d. **Amendments** This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

XI. **Investment Strategy for Bond Funds** The strategy and objectives for the investment of bond proceeds shall be to:

- a. Ensure safety of principal by investing in only high quality securities for which a strong secondary market exists.
- b. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
- c. Limit market and credit risk through diversification.
- d. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and the bond ordinance by actively managing the portfolio to meet or exceed the bond yield.

XII. **List of Attachments**

The following documents, as applicable, are (or may be in the future) attached to this policy:

- Listing of authorized personnel,
- Repurchase agreements and tri-party agreements,
- Listing of authorized broker/dealers and financial institutions,
- Credit studies for securities purchased and financial institutions used,
- Safekeeping agreements,
- Wire transfer agreements,
- Sample investment reports, and
- Methodology for calculating rate of return.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2023-02

**CONSIDERATION AND APPROVAL OF A SERVICE AGREEMENT WITH
M.J.A. CONSTRUCTION, LLC, FOR DEMOLITION OF AN EXISTING
STRUCTURE AS PART OF THE 365 TOLLWAY CONSTRUCTION
PROJECT**

THIS RESOLUTION is adopted this 24th day of January, 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County; and

WHEREAS, on December 1st, 2022 the HCRMA solicited proposals ; and

WHEREAS, on December 8, 2022, the Authority received three (3) proposals ;
and

WHEREAS, M.J.A. Construction, LLC provided the lowest Project bid in the amount of \$27,300.00; and

WHEREAS, the Board of Directors of the Hidalgo County Regional Mobility Authority finds it to be in the best interest of the Authority to approve a of service agreement with M.J.A. Construction, LLC, for demolition of an existing structure as part of the 365 Tollway Project in the amount of \$27,300.00.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

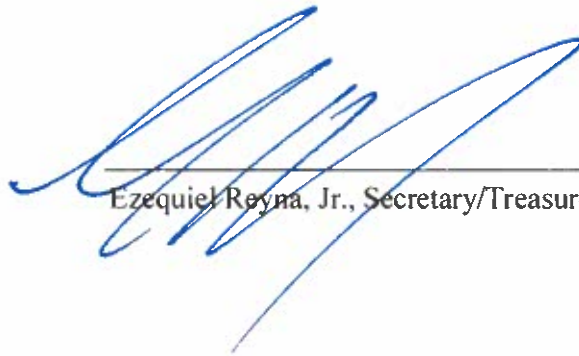
Section 2. The Board hereby approves the award of a service agreement to M.J.A. Construction, LLC, for demolition of an existing structure as part of the 365 Tollway Project in the amount of \$27,300.00; and

Section 3. The Board authorizes the Executive Director to execute the agreements with M.J.A. Construction, LLC, for demolition services of an existing structure located at 6600 S. Jackson Road Pharr, Texas for the 365 Tollway Project.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of January 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A
Service Agreement for
Demolition Services with
M.J.A. Construction LLC

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY DEMOLITION CONTRACT

This Demolition Contract (hereinafter the "Agreement") is entered into by and between the Hidalgo County Regional Mobility Authority, a political subdivision of the State of Texas located at 203 W. Newcombe Ave, PO Box 1766, Pharr, Texas 78577 ("Authority") and M.J.A. Construction, LLC, a Texas limited liability company located at 3100 Hackberry, Mission, Texas 78574 ("Contractor"), collectively referred to herein as the "Parties." The effective date of this Agreement shall be the date of the Notice to Proceed, attached hereto as **Exhibit A** (the "Effective Date").

Article 1. WORK TO BE PERFORMED.

1.1 The purpose of this Agreement is to engage Contractor as an independent contractor to provide demolition services for the Authority for:

The existing dilapidated building and appurtenances (including foundation) at 6600 South Jackson Road (Parcel 39, Segment 2) owned by the Authority as part of the 365 Tollway Project in Hidalgo County, Texas (the "Building").

1.2 The work to be performed by Contractor under this Agreement is all work required to provide a complete and full demolition of the Building and removal of all debris, property and items stored therein or adjacent thereto as further described in the Notice to Proceed attached hereto as **Exhibit A**. Upon completion of demolition and clean-up, properties shall be returned to their natural vegetated state. This work covered by this Agreement is referred to collectively as the "Work."

1.3 Contractor shall perform all Work in a good and workmanlike manner and shall keep the area in and around the Building closed off from the general public until completed and free of debris. Contractor shall provide all personnel, equipment, tools, materials, incidentals, supervision and all other items or services necessary for the Work.

1.4 Contractor shall provide proper security for the site and the Work and shall take reasonable precautions to prevent damage, injury, or loss of materials and equipment (whether owned by Contractor or Authority) related to the Work or the site during the term of this Agreement. Contractor, at its own sole expense, shall maintain, repair, rebuild, restore, or replace all work, documents, deliverables, materials, equipment, or supplies which are created, purchased, or acquired as part of the Work or for use during construction that is injured or damaged prior to Substantial Completion.

1.5 Contractor shall stockpile construction debris at the site only as long as necessary and haul debris to a proper disposal site.

1.6 Contractor shall provide the required services personally and shall not subcontract or assign the Work covered by this Agreement without written approval by the Authority.

1.7 Contractor shall cooperate and coordinate with utilities, the Authority's Engineer, and other contractors working on or near the site.

1.8 Progress meetings will be scheduled as needed. Contractor agrees to attend such meetings.

Article 2. GENERAL TERMS AND CONDITIONS.

2.1 Contractor shall report to the Authority's designated representative and cooperate and confer with him/her as necessary to insure satisfactory work progress, Substantial Completion, and Final Acceptance.

2.2 All reports, estimates, memoranda, and documents submitted by Contractor shall be dated and bear Contractor's name and be submitted to the Authority's designated representative. All documents developed as a result of this Agreement will be the property of the Authority and subject to the Texas Public Information Act.

2.3 All reports made in connection with the Work are subject to review and final approval by the Authority's designated representative.

2.4 Authority may review and inspect Contractor's activities during the term of this Agreement.

2.5 Changes mutually agreed upon by the Authority and Contractor shall be incorporated into this contract by written amendments signed by both parties.

2.6 Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

2.7 Contractor is solely responsible for all applicable state and federal taxes, including social security benefits and unemployment taxes for its employees.

2.8 Contractor shall take no action or inaction that exposes the Authority to liability or non-compliance or other findings or damages, penalties or fines related thereto. In the event a regulatory agency assesses either a monetary or non-monetary fine or penalty for Contractor's noncompliance, the Contractor shall reimburse the Authority for all associated costs. Contractor shall remove all hazardous material and waste at the site. Abandoned waste shall be managed as "unknown waste," and the contractor shall bear the cost of any analytical, disposal, or other costs incurred. Regulated Waste is defined as (1) hazardous waste as defined in EPS Regulations 40 CFR 261, (2) universal waste as defined in EPA Regulations 40 CFR 273, and (3) Class 1 industrial waste as defined in TCEQ Regulation 30 TAC Parts 335 and 503. Contractor shall manage all regulated waste in accordance with applicable Federal, state, and location regulations.

Article 3. REPRESENTATIONS BY AUTHORITY.

3.1 Authority shall not furnish any labor, materials, or other items to Contractor. Authority makes no representation or warranty as to the condition of any improvements to be demolished, and any information supplied by Authority to Contractor in this regard is for information only and accuracy is not guaranteed.

Article 4. REPRESENTATIONS AND WARRANTIES BY CONTRACTOR.

4.1 Contractor represents and warrants that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work; that it is able to furnish the tools, materials, supplies, equipment and labor and is experienced in and competent to perform the Work contemplated by the Agreement; and that it is qualified and licensed to do the Work and is authorized to do business in the State of Texas.

4.2 Contractor agrees to adhere to all local, state, and federal laws and regulations in undertaking the Work, including securing any required permits, licenses, or inspections for proper execution of the Work. Contractor shall comply with and give notices required by law, ordinances, rules, regulations, and orders applicable to the Work, including, if applicable, a State demolition notification.

4.3 Contractor is in compliance with the applicable filing and disclosure requirements of Chapter 176, Texas Local Government Code, Conflicts of Interest Questionnaire and Chapter 2252, Texas Government Code, Form 1295 Certificate of Interested Parties online filing with the Texas Ethics Commission.

4.4 Contractor has no interest which would conflict with the performance of this Agreement.

4.5 Contractor shall provide services without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap or age.

Article 5. COMMENCEMENT; CONTRACT TIME.

5.1 Commencement of Work must begin within ten (10) days from the date of the Notice to Proceed attached hereto as **Exhibit A** (the “Commencement Date”).

5.2 Contractor agrees that the Work will be complete within twenty (20) working days from the Commencement Date (“Substantial Completion”). Contractor will provide written notice to the Authority of Substantial Completion.

5.3 Upon Substantial Completion, the Authority will review the Work for final acceptance (“Final Acceptance”). Final Acceptance will occur or Contractor will be notified of deficiencies in the Work by January 30, 2023.

5.4 Time is of the essence for all obligations under this Agreement.

Article 6. CONTRACT SUM.

6.1 Upon Final Acceptance, Contractor shall be paid a lump sum of TWENTY SEVEN THOUSAND THREE HUNDRED DOLLARS (\$27,300.00) for the Work.

Article 7. INDEMNIFICATION.

7.1 Contractor accepts sole responsibility for any injury or damage sustained by any persons or property, during the progress or after the completion of the Work, from any work performed or any act or default by the Contractor; and, Contractor shall be responsible for and shall indemnify and hold harmless Authority, from any and all claims against the Authority and for all costs and damages which the Authority may legally incur by reason of the injury or damage. In addition, the Contractor will give all requisite notices to all parties whose estates or premises may or shall be in any way affected by the performance of the Work.

7.2 CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE AUTHORITY AND ITS OFFICIALS, EMPLOYEES AND AGENTS (COLLECTIVELY REFERRED TO AS "INDEMNITEES") AND EACH OF THEM FROM AND AGAINST ALL LOSS, COSTS, PENALTIES, FINES, DAMAGES, CLAIMS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR LIABILITIES (COLLECTIVELY REFERRED TO AS "LIABILITIES") BY REASON OF ANY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OR LOSS OF ANY PROPERTY ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH (I) THE PERFORMANCE OR NON-PERFORMANCE OF THE WORK CONTEMPLATED BY THIS AGREEMENT BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS, ERRORS OR OMISSIONS, INTENTIONAL TORTS, INTELLECTUAL PROPERTY INFRINGEMENT, OR A FAILURE TO PAY A SUB-CONTRACTOR OR SUPPLIER COMMITTED BY CONTRACTOR OR CONTRACTOR'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH CONTRACTOR EXERCISES CONTROL (WHETHER ACTIVE OR PASSIVE) OF CONTRACTOR OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS (COLLECTIVELY REFERRED TO AS "CONTRACTOR") (II) THE FAILURE OF CONTRACTOR TO COMPLY WITH ANY OF THE PARAGRAPHS HEREIN OR THE FAILURE OF CONTRACTOR TO CONFORM TO STATUTES, ORDINANCES, OR OTHER REGULATIONS OR REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY, FEDERAL, STATE OR LOCAL, IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE INDEMNITEES, OR ANY ONE OF THEM, FROM AND AGAINST ALL LIABILITIES WHICH MAY BE ASSERTED BY AN EMPLOYEE OR FORMER EMPLOYEE OF CONTRACTOR, OR ANY OF ITS SUB-CONTRACTORS, AS PROVIDED ABOVE, FOR WHICH CONTRACTOR'S LIABILITY TO SUCH EMPLOYEE OR FORMER EMPLOYEE WOULD OTHERWISE BE LIMITED TO PAYMENTS UNDER STATE WORKERS'

COMPENSATION OR SIMILAR LAWS. ANY AND ALL INDEMNITY PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE EXPIRATION OF THIS AGREEMENT AND THE DISCHARGE OF ALL OTHER OBLIGATIONS OWED BY THE PARTIES TO EACH OTHER HEREUNDER AND SHALL APPLY PROSPECTIVELY NOT ONLY DURING THE TERM OF THIS AGREEMENT BUT THEREAFTER SO LONG AS ANY LIABILITY COULD BE ASSERTED IN REGARD TO ANY ACTS OR OMISSIONS OF CONTRACTOR IN PERFORMING THE WORK.

Article 8. INSURANCE.

8.1 Contractor will maintain general liability insurance with limits of not less than \$1,000,000 per occurrence with the Authority listed as additional insured. Contractor must provide Auto Liability insurance with a limit of not less than \$1,000,000 for each accident. Contractor will require that all Sub-Contractor's provide proof of worker's compensation insurance as required by law sufficient to protect Contractor and Authority from claims which may arise out of or result from Contractor's and Sub-Contractor's operations under this Contract and for which Contractor may be legally liable, whether such operations be by Contractor or by a Subcontractor or anyone directly or indirectly employed by any of them. Prior to commencing the Work, Contractor agrees to provide certificates of insurance to Authority evidencing such coverages and endorsements. All insurance policies shall be written with insurers that are licensed to write insurance coverage in the State of Texas and who have consistently maintained an AM Best Rating of A-, A, A+ or A++. The Contractor shall provide thirty (30) days written notice from Certificate Holder(s) for cancellation of insurance coverage.

Article 9. DEFAULT, TERMINATION AND SEVERABILITY.

9.1 Contractor's false representations herein or failure to perform the Work herein within the time frame herein shall constitute a default of this Agreement. Such default shall render the Contractor liable to Authority for all sums paid or owed to Contractor by the Authority, in addition to any and all other damages proximately caused to the Authority by Contractor and/or Contractor's default. Contractor's breach of this Agreement shall render the Contractor liable for all attorneys' fees and costs of enforcement of this Agreement.

9.2 Should Contractor fail to achieve Final Acceptance after Substantial Completion due to deficiencies in the Work, Contractor shall have five (5) days to correct such deficiencies. If Contractor fails to satisfactorily correct such deficiencies, the Authority may undertake to complete the Work. Costs to the Authority to complete the Work shall be deducted from Contractor's lump sum payment.

9.3 This Agreement shall be enforced in Hidalgo County, Texas and under the laws of the State of Texas.

9.4 If any clause or provision of this Agreement is held invalid, illegal, or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the Parties hereto that such invalidity, illegality, or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid,

illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement.

AUTHORITY

Hidalgo County Regional Mobility Authority

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR

M.J.A. Construction, LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
NOTICE TO PROCEED



December 21, 2022

CONTRACT NUMBER

M.J.A. Construction
3100 Hackberry
Mission, TX 78574

Re: Notice Proceed – Building Demolition
Hidalgo County Regional Mobility Authority
365 Toll - 6600 SOUTH JACKSON RD. OFFICE DEMO

Dear M.J.A Construction,

This will serve as your notice to proceed with the demolition of the existing dilapidated building and appurtenances at 6600 South Jackson Road [Parcel 39, Segment 2] owned by the Hidalgo County Regional Mobility Authority for the 365 Toll Project in Hidalgo County, Texas. The Contract Price for this demolition project is \$27,300.00, for all items included in your proposal.

M.J.A Construction must start construction within ten (10) days of this Notice to Proceed and will have 20 working days [1/27/23] to complete the demolition for Final Acceptance of the project [1/30/2022].

The Contractor shall cooperate and coordinate with utilities, the Engineer and other Contractors working within the limits or adjacent to the project's limits. If needed, Attendance at these meetings is mandatory. M.J.A. Construction shall provide proper security for the project and shall take reasonable precautions and provide protection to prevent damage, injury, or loss to the work, materials, and equipment to be incorporated therein, as well as all other property at or on the site, whether owned by the Contractor, or the Authority. Contractor, at no additional cost to Authority, shall maintain, repair, rebuild, restore, or replace all work, documents, deliverables, materials, equipment, or supplies which are created, purchased, or acquired as part of the Project or for use during construction that is injured or damaged prior to Substantial Completion.

We look forward to the successful completion of this project.

Sincerely,

Ramon Navarro IV, P.E.
HCRMA – Chief Construction Engineer

Cc: Pilar Rodriguez, Hidalgo County Regional Mobility Authority
Sonya Gonzalez, M.J.A Construction
Rafael Carmona, Pulice Construction Inc.

203 W. Newcombe Ave • PO Box 1766 • Pharr, Texas 78577 • (956) 402-4762 • www.hcrma.net

EXHIBIT C **DISCLOSURES**

HCRMA REQUIRED DISCLOSURE AND PROVISIONS

Section 1. DISCLOSURE OF CERTAIN RELATIONSHIPS. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the HCRMA not later than the 7th business day after the date the supplier or person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Section 2. ANTI-BOYCOTT VERIFICATION. Pursuant to the applicability of Section 2271.002, Texas Government Code and to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable Federal law, Contractor agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. Contractor understands "affiliate" for this Section 4.07 to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

Section 3. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES. Pursuant to the applicability of Section 2274.002, Texas Government Code and to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not boycott energy companies, and will not boycott energy companies during the term of the contract. For purposes of this Section, "Boycott Energy Company" shall have the meaning given such term in Section 809.001, Texas Government Code.



Section 4. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES. Pursuant to the applicability of Section 2274.003, Texas Government Code and to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. For purposes of this Section, "discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001., Texas Government Code.

Section 5. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES. Contractor and the person or persons executing the contract or contract amendment on behalf of Contractor, or representing themselves as executing the contract or contract amendment on behalf of Contractor (collectively, the "Signing Entities"), hereby acknowledge that (i) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of the Comptroller's website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

0680	REMOVE TRAFFIC SIGNAL	EA	1	0104	REM CONC (RIPRAP)	SY	400
				0104	REM CONC (C & G)	LF	398
				0104	REM CONC (GUTTER)	LF	87
				0106	OBLITERATING ABANDONED ROAD	SY	1631
				0496	REM STR (SET)	EA	0
				0496	REM STR (HEADWALL)	EA	2
				0496	REM STR (PIPE)	LF	0
				0496	REM (BOX CULVERT)	LF	0
				0496	REM STR (BRIDGE 0-99' LENGTH)	EA	0
				0496	REM STR (SMALL)	EA	1
				0496	REM STR (WELL GATE)	EA	1
				0542	REM M.B.G.F.	LF	0
				0644	REM SM RD SN SUP & AM	EA	5
				0110	EXCAVATION (CHANNEL)	CY	495
				0132	EMBANKMENT (FINAL) DENS CONT TY "C"	CY	
				0100	PREP R.O.W.	STA	12
				0479	ADJUST MANHOLES	EA	1
				0496	REMOVE STR (SMALL FENCE)	LF	417

LEGEND:

- ① REMOVE UNDER PREP R.O.W. (ITEM 100)
 - ② REMOVE CONC (ITEM 104)
 - ③ REMOVE STRUCTURE (ITEM 496)
 - ④ REMOVE MBGF (ITEM 542)
 - ⑤ REMOVE CHAIN LINK FENCE (ITEM 550)
 - ⑥ REMOVE GATE (ITEM 550)
 - ⑦ REMOVE POST & CABLE (ITEM 772)
 - ⑧ OBLITERATED ROAD (ITEM 106) 
 - ⑨ REMOVE STRUCTURE BY OTHERS 
 - ⑩ TRANSPLANT (PALM TREE) (ITEM 1012)
 - ⑪ REMOVE WELL (ITEM 103)
- ~ FLOW DIRECTION



PROGRAM MANAGEMENT CONSULTANT
DANNENBAUM
 ENGINEERING CORPORATION
 T.B.P.E. FIRM REGISTRATION #392
 1109 NOLANA LOOP, STE 200 McALLEN, TX 78104 (361) 582-2677

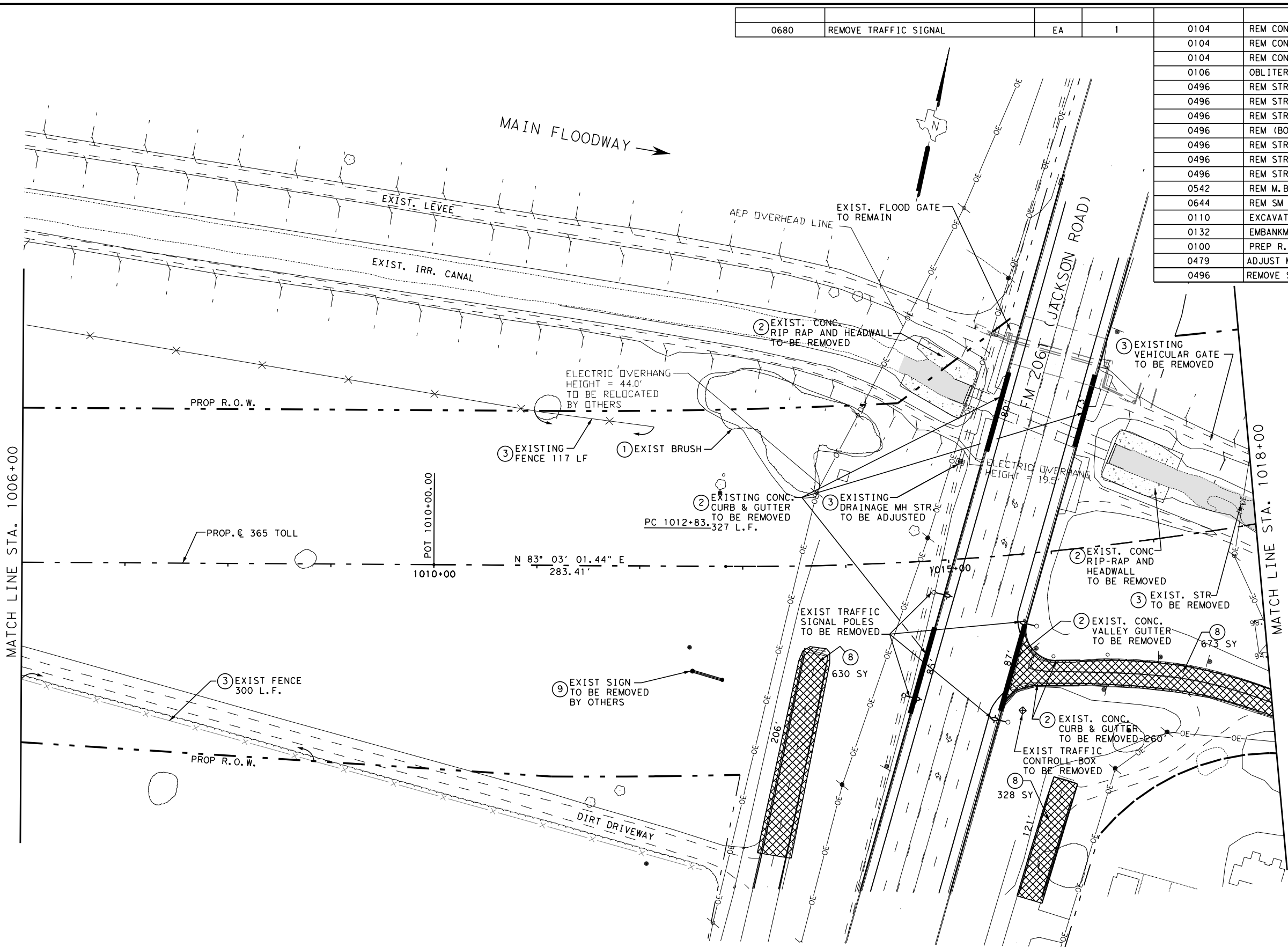


365 TOLL
 REMOVAL OF ITEMS
 STA. 1006+00 TO STA. 1018+00

SCALE: 1" = 100' SHEET 28 OF 56

DN:	CON:	SECT:	JOB:	HIGHWAY:
CK DN:	0921	02	368	365 TOLL
TR:	DIST:	COUNTY:	SHEET NO.	
CK TR:	PHR	HIDALGO	390	

DATE: 6/13/2017 4:45:51 PM
 FILE: c:\projectwise\dannenbaum-hcrma\workdir\enr\ique.f\ores\dms31913\SH_365_0031_REM_03.dgn



- NOTES
- ALL SMALL SIGNS TO BE REMOVED, SEE SIGNING SHEETS FOR DETAILS
 - EXISTING LEVEE NOT TO BE REMOVED UNTIL NEON LEVEE RELOCATION IS COMPLETED AND APPROVED BY IBWC

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023-03

APPROVAL OF PUBLIC FUND INVESTMENT ACT TRAINING FOR
PILAR RODRIGUEZ, EXECUTIVE DIRECTOR

THIS RESOLUTION is adopted this 24th day of January, 2023 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Board of Directors of the Authority has been constituted in accordance with the Act; and

WHEREAS, the prudent and legally permissible management and investment of Authority funds is responsibility of the Board of Directors and its designees; and

WHEREAS, Section 2256.008 – Public Fund Investment, of the Government Code requires 10 hours of training from an independent sources every two years, beginning the first day of the fiscal year; and

WHEREAS, on December 8-9, 2022, the Executive Director, an investment officer for the Authority, attended public funds investment training from the University of North Texas Center for Public Management, which has been authorized to offer the required training;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

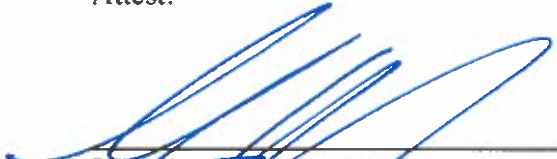
- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board approves the University of North Texas Center for Public Management as an independent training source for the Investment Officer.
- Section 3. The Board approves the training session taken by the Executive Director presented by the University of North Texas Center for Public Management held December 8-9, 2022.


PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of January 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman

Attest:



Ricardo Pérez, Secretary/Treasurer


University of North Texas Center for Public Management
and
Government Treasurers' Organization of Texas

Certificate of Attendance
presented to

Pilar Rodriguez

For completion of training on the Texas Public Funds Investment Act and related investment issues

December 8, 2022 5 hours
December 9, 2022 5 hours

Patrick Shinkle
Center for Public Management
TSBPA CPE Sponsor 007716

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2023-04

CONSENT TO THE SECOND ASSIGNMENT OF THE PROFESSIONAL SERVICES AGREEMENT WITH THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, BRACEWELL LLP, AND THE LAW OFFICE OF RICHARD A. CANTU, P.C. (WITH ESCOBEDO & CARDENAS, LLP AS A SUBCONTRACTOR) TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, BRACEWELL LLP, THE LAW OFFICE OF RICHARD A. CANTU, P.C. (D/B/A CANTU LAW COMPANY), AND ESCOBEDO & CARDENAS, L.L.P.

THIS RESOLUTION is adopted this 24th day of January, 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, pursuant to the Act, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004, Petition of the County dated April 21, 2005, and Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005;

WHEREAS, the Board has been constituted in accordance with the Act to address mobility issues in and around the County;

WHEREAS, the Authority requires legal services to conduct its business and provide advice to the Board and staff;

WHEREAS, on February 11, 2019, after publication of a request for qualifications, the Authority received a single joint-response for legal services from Bracewell LLP and Escobedo & Cardenas, L.L.P. (the “Respondents”);

WHEREAS, by Resolution No. 2019-12, the Board approved that certain Professional Services Agreement with the Respondents to serve as co-general counsel to the Authority (the “Agreement”), which Agreement provides for a three year term, with the option for two one-year extensions;

WHEREAS, under the Agreement, Escobedo & Cardenas, LLP (the “Escobedo Firm”) agreed to provide a scope of services to the Authority that includes, but is not limited to, litigation and condemnation; and, in furtherance of this scope, subcontracted with the Law Offices of Richard A. Cantu, P.C. d/b/a Cantu Law Company (the “Cantu Firm”);

WHEREAS, in 2022, the Escobedo Firm and the Cantu Firm desired that the Cantu Firm become the direct contract holder with the Authority with the Escobedo Firm as its subcontractor; and provided an assignment to the Authority reflecting this change (the “First Assignment”);

WHEREAS, by Resolution 2022-40 the Authority approved the First Assignment along with the first one-year extension of the Agreement;

WHEREAS, the Cantu Firm and the Escobedo Firm now desire to each be direct contractors to the Authority, (i) eliminating the subcontractor role for either firm, (ii) allowing Escobedo and Cantu to each invoice the Authority directly, and (iii) providing that each of Escobedo and Cantu have privity directly with the Authority for insurance and other purposes; and

WHEREAS, Bracewell LLP, the Cantu Firm, and the Escobedo Firm have or will each provide the required certificate of insurance to the Authority;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are hereby incorporated into the text of this Resolution as if fully restated.

Section 2. The Board hereby consents to the second assignment of the Agreement with three parties: the Authority, Bracewell LLP, and the Cantu Firm; to four parties: the Authority, Bracewell LLP, the Cantu Firm, and the Escobedo Firm as provided for in Section 9 of the Agreement hereto attached as Exhibit A.

Section 3. The Second Assignment is attached hereto attached as Exhibit B.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of January, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman

Attest:



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS	§	
	§	PROFESSIONAL
	§	SERVICES AGREEMENT
HIDALGO COUNTY	§	
REGIONAL MOBILITY	§	
AUTHORITY	§	

This is a Professional Services Agreement ("AGREEMENT") entered into by and between the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas ("RMA") and THE LAW OFFICES OF ESCOBEDO & CARDENAS LLP ("ESCOBEDO") and BRACEWELL LLP ("BRACEWELL," and collectively with ESCOBEDO, the "FIRMS"), pursuant to the RMA's authority under the Texas Transportation Code, Chapter 370 ("Regional Mobility Authority Act").

Section 1. PURPOSE

The purpose of this AGREEMENT is to engage ESCOBEDO and BRACEWELL to serve as Co-General Counsel for the RMA.

Section 2. DESCRIPTION OF SERVICES

2.01 ESCOBEDO and BRACEWELL agree to serve as Co-General Counsel for the RMA and to provide reasonable and necessary legal services when requested by the RMA Board of Directors and/or its Executive Director, if any.

2.02 The FIRMS agree to submit a work plan to the RMA to define the distribution of services between ESCOBEDO and BRACEWELL and provide for a plan of communication between the FIRMS, the RMA, and the RMA's consultant team.

2.03 ESCOBEDO and BRACEWELL, as Co-General Counsel agree to work cooperatively and efficiently and to always be conscious of minimizing costs and legal expenses whenever reasonably possible. To this end, the FIRMS agree to use associate attorneys, paralegals, and other lower cost personnel when warranted to save legal costs, but they will always work under the supervision of lead attorneys Luis Cardenas and Blakely Fernandez, who will serve as primary counsel to the RMA.

2.04 ESCOBEDO and FERNANDEZ agree to immediately notify the RMA if any conflict or potential conflict of interest in accordance with the Texas Rules of Disciplinary Procedure may arise after the execution of this AGREEMENT.

Section 3. CONSIDERATION

3.01 In consideration of the legal services rendered by the FIRMS as described above, the RMA agrees to pay ESCOBEDO and BRACEWELL on an hourly basis for the work and time expended at the rates set forth on Exhibit A. Rates shall not be increased without the prior written consent of the RMA.

3.02 The FIRMS shall be entitled to reimbursement for out-of-pocket expenses which are reasonable and necessary and incurred incident to the performance of legal services requested hereunder, including sub-contracted services provided by specialized counsel or professionals or other approved services, photocopying, delivery charges, travel expenses, long-distance telephone calls, computer aided legal

#5896238.2

research applications, facsimile transmissions, and filing fees. The FIRMS agree that they will bill for such out-of-pocket expense at direct cost with no added profit. Any individual out-of-pocket expense exceeding \$1,000.00 must have prior approval of the Executive Director of the RMA in order to be eligible for reimbursement. BRACEWELL is not entitled to reimbursement for long distance phone charges incurred because its offices or attorneys are located outside of Hidalgo County.

3.03 Billing statements for legal services rendered, as well as reimbursement requests for out-of-pocket expenses incurred by the FIRMS, shall be independently forwarded for review and approval to the RMA. Thereafter, the approved invoices shall be forwarded for payment to the respective firm within 30 days.

Section 4. INSURANCE

The FIRMS are each required to maintain professional liability insurance of not less than \$2,000,000. The coverage must extend a minimum of three years beyond the completion of the services.

Section 5. TERM

The term of this AGREEMENT is three years, beginning on April 13, 2019, with an option to extend for two one year terms; provided that the FIRMS or the Board of Directors of the RMA may give 10 days' written notice to the other party of termination of the AGREEMENT prior to the end of the term.

Section 6. INSPECTION OF BOOKS AND RECORDS

The RMA, or any duly authorized representative of the RMA, may at all reasonable times inspect and examine the books and records of the FIRMS for the purpose of (a) checking the costs and other expenses described and/or contemplated in the AGREEMENT, or (b) otherwise confirming the Firm's compliance with the terms of the AGREEMENT. The FIRMS shall maintain said books and records and other evidence pertaining to costs and shall make such materials available at their respective offices, during the term of the AGREEMENT and for a period of three years after the date of final payment for legal services.

Section 7. OWNERSHIP OF DOCUMENTS

At the conclusion of the FIRMS' services (or earlier, if appropriate), it is the RMA's obligation to advise the FIRMS as to which, if any, of the documents in ESCOBEDO's or BRACEWELL's files the RMA wishes returned. The FIRMS may keep copies of all documents. Any remaining documents not requested by the RMA may ultimately be destroyed in accordance with the FIRMS' respective record retention schedule only after reasonable notice to the RMA.

Section 8. ENTIRE AGREEMENT

This AGREEMENT supersedes any and all other agreements, either oral or in writing, between the parties hereto, and no other agreement, statement, or promise which is not contained herein shall be valid or binding.

Section 9. ASSIGNMENT

The FIRMS may assign this AGREEMENT or certain duties or obligations hereunder with the written consent of the RMA.

Section 10. AMENDMENTS

This AGREEMENT may be amended by the mutual agreement of the parties in writing to be attached to and incorporated into this AGREEMENT.

Section 11. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this AGREEMENT shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 12. ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which they may be entitled.

Section 13. GOVERNING LAW

The validity of this AGREEMENT and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas and venue for any disputes arising hereunder shall be in Hidalgo County, Texas.

Section 14. NOTICES

All notices to either party shall be deemed given when either delivered in person or deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party as follows:

If to RMA:

Executive Director
Hidalgo County Regional Mobility Authority
118 S. Cage Blvd, 4th Floor
Pharr, Texas 78577

If to ESCOBEDO:

Luis Cardinas
Escobedo & Cardenas, LLP
1602 Dulcinea Street
Edinberg, Texas 78539

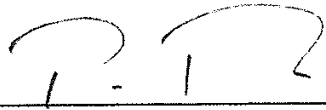
If to BRACEWELL:

Blakely Fernandez
Bracewell LLP
300 Convent Street, Suite 2700
San Antonio, Texas 78205

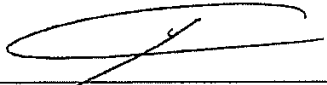
This AGREEMENT is executed in duplicate originals, each of which shall have the full force and effect of an original, this ____ day of April, 2019.

[Remainder of page intentionally left blank]

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
Pilar Rodriguez, Executive Director

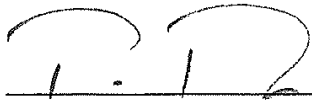
ESCOBEDO & CARDENAS, LLP

By: 
Luis M. Cardenas, Partner

BRACEWELL LLP

By: _____
Blakely L. Fernandez, Partner

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
Pilar Rodriguez, Executive Director

ESCOBEDO & CARDENAS, LLP

By: _____
Luis M. Cardenas, Partner

BRACEWELL LLP

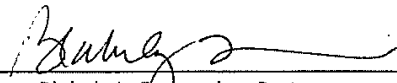
By: 
Blakely L. Fernandez, Partner

EXHIBIT A

GENERAL COUNSEL DISCOUNTED HOURLY RATES

<u>Service Provider</u>	<u>Government Rate</u>
Luis Cardenas	\$250.00 for general counsel services
Escobedo Paralegals	\$75.00
Blakely L. Fernandez	\$400.00 for general counsel services

Note: The attorneys listed above are those whom the FIRMS believe will be involved in RMA work as of the date of this AGREEMENT. Additional attorneys may be utilized as the need arises. In such event, the FIRMS will use their respective best efforts to notify the Board of Directors in advance of such attorney's involvement, and hourly rates will be discounted in the same manner as reflected above.

**ASSIGNMENT AND ASSUMPTION OF
PROFESSIONAL SERVICES AGREEMENT**

This ASSIGNMENT AND ASSUMPTION OF THE PROFESSIONAL SERVICES AGREEMENT by and among the Hidalgo County Regional Mobility Authority (the "Authority"), Bracewell LLP ("Bracewell"), and Escobedo & Cardenas LLP ("Escobedo") (the "Assignment") is entered into and effective as of the date consent by the Authority.

RECITALS

- A. The Professional Services Agreement (the "Agreement") by and among the Authority, Bracewell, and Escobedo was entered in on April 13, 2019, for a three-year term, with an option to extend the Agreement for two one-year terms.
- B. The Authority has negotiated a scope of service for each of Bracewell and Escobedo.
- C. Escobedo has engaged the Law Office of Richard A. Cantu, P.C. ("Cantu") as a subcontractor for services, under the Agreement including, but not limited to, litigation and condemnation.
- D. Section 9 of the Agreement provides for assignment, stating:

The Firms may assign this Agreement or certain duties or obligations hereunder with the written consent of the RMA.

- E. Escobedo desires to assign its scope and duties under the Agreement to Cantu. This Assignment shall not impact the Bracewell scope and duties under the Agreement.

AGREEMENTS

For and in consideration of the premises and mutual covenants and agreements of the parties hereinafter set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Escobedo and Cantu agree as set forth in this Assignment.

1. Assignment. Escobedo hereby ASSIGNS, TRANSFERS, CONVEYS, AND DELIVERS unto Cantu all of Escobedo's responsibilities, duties, and obligations under the Agreement. Cantu hereby ACCEPTS the assignment as provided above, and hereby covenants and agrees to ASSUME all responsibilities, duties, and obligations to be performed and/or discharged by Escobedo under the Agreement. Cantu further agrees, to the extent applicable, to the disclosures provided in Exhibit A hereto.
2. Notice. This Assignment shall serve to amend the Notice provision in Section 14 of the Agreement as follows:

*If to Cantu: Richard A. Cantu
 6013 N. 10th Street*

McAllen, Texas 78504-3227
956-630-6330

3. Subcontract. Cantu and Escobedo may agree that Escobedo continue to provide services pursuant to the Agreement as a subcontractor to Cantu, with the consent of the Authority.
4. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.
5. Effective Date. This Assignment, according to the terms, provisions, covenants, and conditions set forth herein shall only become effective upon consent by the Authority.

ESCOBEDO & CARDENAS, LLP a Texas limited liability partnership



By: Luis M. Cardenas, Partner

LAW OFFICE OF RICHARD A. CANTU, P.C., a Texas professional corporation

By: Richard A. Cantu

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
ACKNOWLEDGEMENT AND CONSENT:



Pilar Rodriguez, Executive Director

Date: 6/3/2022

cc: Bracewell LLP

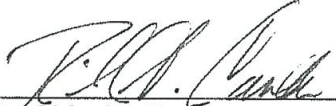
McAllen, Texas 78504-3227
956-630-6330

3. Subcontract. Cantu and Escobedo may agree that Escobedo continue to provide services pursuant to the Agreement as a subcontractor to Cantu, with the consent of the Authority.
4. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.
5. Effective Date. This Assignment, according to the terms, provisions, covenants, and conditions set forth herein shall only become effective upon consent by the Authority.

ESCOBEDO & CARDENAS, LLP a Texas limited liability partnership

By: Luis M. Cardenas, Partner

LAW OFFICE OF RICHARD A. CANTU, P.C., a Texas professional corporation



By: Richard A. Cantu

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
ACKNOWLEDGEMENT AND CONSENT:



Pilar Rodriguez, Executive Director

Date: 6/3/2022


cc: Bracewell LLP

ONE YEAR EXTENSION TO THE LEGAL SERVICE AGREEMENT
BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND
THE LAW OFFICES OF ESCOBEDO & CARDENAS LLP AND BRACEWELL LLP
DATED APRIL, 13, 2019

INITIAL AGREEMENT PERIOD FOR THREE YEARS WITH TWO ONE-YEAR TERM
EXTENSIONS

ONE-YEAR EXTENSION EFFECTIVE MAY 24, 2022

**THE LAW OFFICES OF RICHARD
A. CANTU, P.C.**

By: 
Richard A. Cantu


Date: _____

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: 
Pilar Rodriguez, Executive Director

Date: 6/3/2022

BRACEWELL, LLP.

By: 
Blakely Fernandez, Partner

Date: May 18, 2022

EXHIBIT B

**SECOND ASSIGNMENT AND ASSUMPTION OF PROFESSIONAL SERVICES
AGREEMENT**

**SECOND ASSIGNMENT AND ASSUMPTION OF
PROFESSIONAL SERVICES AGREEMENT**

This SECOND ASSIGNMENT AND ASSUMPTION OF THE PROFESSIONAL SERVICES AGREEMENT by and among the Hidalgo County Regional Mobility Authority (the “Authority”), Bracewell LLP (“Bracewell”), the Law Office of Richard A. Cantu, P.C. d/b/a Cantu Law Company (“Cantu”), and Escobedo & Cardenas, L.L.P. (“Escobedo”) (the “Assignment”) is entered into and effective as of the date of execution by the Authority.

RECITALS

A. The Professional Services Agreement (the “Agreement”) by and among the Authority, Bracewell, and Escobedo was entered in on April 13, 2019, for a three-year term, with an option to extend the Agreement for two one-year terms. On May 24, 2022, the first extension was exercised.

B. The Authority negotiated a scope of service for each of Bracewell and Escobedo.

C. In 2019 with the consent of the Authority, Escobedo engaged Cantu as a subcontractor for its scope of services under the Agreement including, but not limited to, litigation and condemnation (the “Escobedo-Cantu Scope of Services”).

D. Section 9 of the Agreement provides for assignment, stating:

The Firms may assign this Agreement or certain duties or obligations hereunder with the written consent of the RMA.

E. On May 24, 2022 (by Resolution 2022-40), the Authority consented to an assignment requested by Escobedo and Cantu of Escobedo’s scope and duties under the Agreement to Cantu, with Escobedo serving as a subcontractor to Cantu. This Assignment did not impact the Bracewell scope and duties under the Agreement.

F. Escobedo and Cantu now seek to perform the Escobedo-Cantu Scope of Services jointly, each as direct contractors to the Authority, (i) eliminating the subcontractor role for either firm, (ii) allowing Escobedo and Cantu to each invoice the Authority directly, and (iii) providing that each of Escobedo and Cantu have privity directly with the Authority for insurance and other purposes.

AGREEMENTS

FOR AND IN CONSIDERATION OF the premises and mutual covenants and agreements of the parties hereinafter set forth, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth in this Assignment.

1. Assignment. The Authority, Bracewell, and Cantu hereby ASSIGN, TRANSFER, CONVEY, AND DELIVER unto the Authority, Bracewell, Cantu, and Escobedo all of the rights, responsibilities, duties, and obligations as provided for under the Agreement. Specifically, Cantu and Escobedo hereby each independently ACCEPT the responsibilities, duties, and obligations related to the Escobedo-Cantu Scope of Services.

2. Disclosures. Cantu, Escobedo, and Bracewell each acknowledge as “contractor,” to the extent applicable, the disclosures provided in Exhibit A hereto.

3. Notice. This Assignment shall serve to amend the Notice provision in Section 14 of the Agreement as follows:

If to Authority: Pilar Rodriguez
Executive Director
Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave.
Pharr, Texas 78577
956-402-4762

If to Bracewell: Blakely Fernandez
Bracewell LLP
300 Convent, Ste 2700
San Antonio, Texas 78205
210-299-3410

If to Cantu: Richard A. Cantu
Law Office of Richard A. Cantu, PC
3301 N. Taylor Road
McAllen, Texas 78573
956-297-3335

If to Escobedo: Luis Cardenas
Escobedo & Cardenas, L.L.P.
1602 Dulcinea
Edinburg, Texas 78539
956-630-2222

4. Subcontract. This Assignment eliminates any subcontracts for work under the Agreement.

5. Entire Agreement. This Assignment constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings, if any, concerning the subject matter hereof.

6. Effective Date. This Assignment, according to the terms, provisions, covenants, and conditions set forth herein shall only become effective upon execution by the Authority.

ESCOBEDO & CARDENAS, LLP a Texas limited liability partnership

By: Luis M. Cardenas, Partner

LAW OFFICE OF RICHARD A. CANTU, P.C., a Texas professional corporation d/b/a Cantu Law Company

By: Richard A. Cantu, President

BRACEWELL LLP, a Texas limited liability partnership

By: Blakely L. Fernandez, Partner

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

Pilar Rodriguez, Executive Director

Date: _____

Exhibit A

HCRMA REQUIRED DISCLOSURE AND PROVISIONS

Section 1. DISCLOSURE OF CERTAIN RELATIONSHIPS. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the HCRMA not later than the 7th business day after the date the supplier or person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

Section 2. ANTI-BOYCOTT VERIFICATION. Pursuant to the applicability of Section 2271.002, Texas Government Code and to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable Federal law, Contractor agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. Contractor understands "affiliate" for this Section 4.07 to mean an entity that controls, is controlled by, or is under common control with Contractor and exists to make a profit.

Section 3. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING CERTAIN ENERGY COMPANIES. Pursuant to the applicability of Section 2274.002, Texas Government Code and to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not boycott energy companies, and will not boycott energy companies during the term of the contract. For purposes of this Section, "Boycott Energy Company" shall have the meaning given such term in Section 809.001, Texas Government Code.

Section 4. PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES. Pursuant to the applicability of Section 2274.003, Texas Government Code and to the extent this Agreement is a contract for goods or services, Contractor hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. For purposes of this Section, "discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001., Texas Government Code.

Section 5. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES. Contractor and the person or persons executing the contract or contract amendment on behalf of Contractor, or representing themselves as executing the contract or contract amendment on behalf of Contractor (collectively, the "Signing Entities"), hereby acknowledge that (i) the Signing Entities do not

engage in business with Iran, Sudan or any foreign terrorist organization and (ii) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of the Comptroller's website:

- <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>
- <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

Exhibit B

Professional Services Agreement

HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY BOARD
RESOLUTION No. 2023-05

**CONSIDERATION AND APPROVAL OF CHANGE ORDER NO 4 TO THAT
CERTAIN CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION INC
FOR THE 365 TOLLWAY**

THIS RESOLUTION is adopted this 24th day of January, 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

WHEREAS, the Texas Department of Transportation approved the Project's final design, contract letting and award procedures, and form of construction contract, including a post-award value engineering change proposal process; and

WHEREAS, on August 8, 2021, August 11, 2021, August 15, 2021, August 18, 2021, August 22, 2021, and August 25, 2021 the Authority published a solicitation for Bid #2021-001 for the 365 Tollway Project (Segments 1 and 2), Contract No. 0921-02-368 for the Project; and

WHEREAS, bids for the Project were submitted electronically via Civcast Bid System; the first bid was received at 2:27 p.m. on October 13, 2021, and the last bid was received at 2:51 pm on October 13, 2021; and

WHEREAS, at 3:05 p.m. on October 13, 2021, the Authority opened and read into the record three (3) formal sealed, electronic bids for the Project from: (i) Pulice Construction, Inc., (ii) Webber, LLC., and Anderson Columbia Co., Inc., in amounts ranging from \$295,932,420.25 to \$340,409,415.64 for construction of the Project; and

WHEREAS, Pulice Construction, Inc. provided the lowest Project bid in the amount of \$295,932,420.25; and

WHEREAS, on October 19, 2021 the Board approved Resolution 2021-46 conditionally awarding the construction contract of the 365 Toll Project to the lowest, responsive, and responsible bidder Pulice Construction, Inc. in the amount of \$295,932,420.25; and

WHEREAS, on November 10, 2021 the Board approved Resolution 2021-54, approving Change Order No. 1 to the construction contract with Pulice Construction Inc.; provided, there was no issuance of an NTP to Pulice Construction Inc. until a Value Engineering Proposal (“VECP”) was approved by the Board of Directors and TxDOT to establish the financeability of the Project. If, after the VECP process, the Project scope was not deemed feasible and additional revenue was not available to fully fund the Project, no NTP would be issued and the Authority would have terminated the contract without incurring any additional costs other than those approved under Change Order No. 1. The VECP is structured to identify concepts and function oriented techniques to improve the value of the Project, or any component thereof, including improvements to schedule, operating costs, constructability, and risk mitigation; without altering scope or environmental justices; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-78, authorizing the VECP proposals outlined in Exhibit A to Change Order No. 2 and the revising the contract amount to \$281,723,797.95; and, the Authority also authorized a contingency fund for the Project in the amount of \$5,000,000, and established a total overall Project cost of \$286,723,797.95;

WHEREAS, the Authority and the Board amended the Contract through Amendment No. 1 to capture the risk allocations and make other Contract clarifications in support of VECP; and

WHEREAS on April 19, 2022 the Authority approved Resolution 2022-36, consideration and approval of Change Order No 3 to that certain construction contract with Pulice Construction Inc. for the 365 Tollway Project, in order to further establish the VECP concepts and supporting details as provided in Exhibit A hereto;

WHEREAS on November 4, 2021 Pulice Construction Inc, expressed concern on Engineer of Record’s scour reports and calculated foundation loads. Upon discussions, data collection and research, November 16, 2022, the HCRMA requested HDR[GEC] provide investigative recommendation.

WHEREAS on December 7, 2022 HDR provided review and supporting documentation in upsizing particular bent foundations at PCI proposal and costs;

THEREFORE, Resolution 2023-05, consideration and approval of Change Order No 4 to that certain construction contract with Pulice Construction Inc. for the 365 Tollway Project, Change Order No. 4 removes 1,524LF of Drill Shaft (42”) and introduces 48” drill shafts to incorporate detailed, finalized quantities and unit costs; and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract. Attached exhibits provide current assessment and breakdown.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Change Order No. 4 (including Exhibits thereto) to the construction contract with Pulice Construction Inc. for the net cost increase of \$171,516.59.

Section 3. Construction of the 365 Toll Project in substantially final form as hereto detailed, establishing a unit bid construction amount of \$258,093,554.21, and an overall contract amount of \$281,895,314.54, which with the previously approved \$5,000,000 for contingency, revises the Project cost to \$286,895,314.54.

Section 4. The contract price and savings established by the VECP process is not impacted and Change Order No. 4 costs shall be beared by HCRMA [owner] as described above.

Section 5. Upon final acceptance from FHWA/TxDOT and HCRAM Legal’s review of final form; The Board hereby authorizes the Executive Director to execute the Change Order No. 4.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 24th day of January 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

365 TOLLWAY, SEGMENTS 1 AND 2 (365 TOLL PROJECT)

CHANGE ORDER NO. 4

Project Information	ISSUANCE DATE: April 26, 2022
Project	365 Toll Project
CSJ	0921-02-368
Owner	Hidalgo County Regional Mobility Authority (HCRMA)
Description and Reason for the Change Order	

This change order is the result of the contract award for the Project, including the Value Engineering Change Proposal, and further requires:

- (i) TxDOT concurrence on this Change Order No. 4, as required in the Project Development Agreement.

1. **Change Proposal.**

Change Order No. 4 introduces 48” drill shafts to incorporate detailed, finalized quantities and unit costs; and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract. Attached exhibits provide current assessment and breakdown. The net cost of \$171,516.59 shall be fully paid by the Owner [HCRMA].

2. **Costs of Plan Amendment.**

Change Order No. 4 removes 1,524LF of Item 416-6005 Drill Shaft (42”) at \$208.19/LF and introduces 1,585LF of Item 416-6006 Drill Shaft (48 IN) at a unit cost of \$308.39/LF; for a net cost of \$171,516.59 to be fully paid by HCRMA [Owner].

Item	Description	Unit	Unit Price	Original Qty	COQty	Revised Qty	CO Amount
416 6005	DRILL SHAFT (42 IN)	LF	\$ 208.19	9,092	-1,524	7,568	\$ {317,281.56}
416 6006	DRILL SHAFT (48 IN)	LF	\$ 308.39	0	1,585	1,585	\$ 488,798.15

3. **CHANGE TO CONTRACT TIME.**

No additional time requested with this work.

4. **BUDGET and COST TO PROJECT.**

Construction of the 365 Toll Project in substantially final form as hereto detailed, establishing a unit bid construction amount of \$258,093,554.21, and an overall contract amount of \$281,895,314.54, which with the previously approved \$5,000,000 for contingency, revises the Project cost to \$286,895,314.54.

365 TOLL PROJECT, SEGMENTS 1 AND 2

CHANGE ORDER NO. 4

For TxDOT/HCRMA/FHWA use only:	
Days FHWA Non-Participating Co Portion FHWA Non-Participating	N/A \$0.00
Project Schedule	
Substantial Completion Date: Final Acceptance Date:	TBD TBD
Signatures	
ACCEPTED: Pulice	Signature: _____ Victor Jimenez, President Date: _____
ACCEPTED: HCRMA	Signature: _____ Pilar Rodriguez, Executive Director Date: _____



April 6, 2022

Hidalgo County Regional Mobility Authority
Attn: Mr. Eric Davila, PE, PMP, CCM – Chief Development Engineer

Submitted Electronically Only via E-Mail: Eric Davila – eric.davila@hcrma.net

RE: Memo to File – Bridge Design Documentation
365 Toll Project (Specifically For: 365 Toll Bridge at USIBWC Main Floodway)
CSJ: 0921-02-368

Mr. Davila,

L&G Consulting Engineers, Inc. (L&G) (TBPE Firm F-4105) was tasked by **Hidalgo County Regional Mobility Authority (HCRMA)** to provide bridge design of the subject bridge under the subject project. Bridge design was completed as a function of the overall Plans, Specifications and Estimates (PS&E) for the project (for our firm specifically between the limits of Begin Project at Prop Anzalduas Connector Rd to Just East of McColl Rd).

This Memo to File shall serve as a cover sheet for the bridge design documentation as requested by HCRMA on 11-8-2021 via email from Mr. Eric Davila (HCRMA) to Mr. Armando Sandoval and Jorge Madrigal (L&G). On 11-9-2021, Mr. Madrigal provided a Projectwise link to all design documentation for the subject bridge (via email from Mr. Madrigal to Mr. Davila). The email and Projectwise link are included in the Appendix A to this document (and will also be resubmitted through email as a part of this letter transmission to HCRMA from L&G). Geotechnical report utilized for analysis/design was completed by L&G Engineering Laboratory, Inc. (L&G Lab – TBPE Firm F-6633) noted as L&G Project No. GL23029 Signed and Sealed on 08-29-2014, by Mr. David Saenz, P.E.. Scour Analysis report utilized for analysis/design was completed by S&B Infrastructure, Ltd. (S&B – TBPE Firm F-1582) Signed and Sealed on 05-29-2015 by Mr. Andres Cardenas, P.E..

Let us know if you need anything further.

Respectfully Submitted,

David A. Saenz, P.E., C.F.M.
Project Manager / Project Engineer

Attachments ~ [Appendix A: Email & Projectwise Link – Bridge Design Doc. \(365 at USIBWC Main Floodway\)](#)

Appendix A

From: Jorge Madrigal
Sent: Tuesday, November 9, 2021 9:52 AM
To: 'Eric Davila, PE, PMP, CCM' <eric.davila@hcrma.net>; Armando Sandoval <asandoval@lgengineers.com>
Cc: Arnold Cortez <acortez@lgengineers.com>; Damien Tijerina <dtijerina@lgengineers.com>; Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>; 'Saldivar Jr., Samuel' <samuel.saldivar@hdrinc.com>
Subject: RE: 365 Toll Floodway bridge at SP 115

Eric,

The requested information can be found in the following ProjectWise folder:
[07 OP Floodway](#)

Additionally, as you found, the Geotech report and some scour information are found here:
[Geotechnical](#) / [Scour Analysis & Hydraulic Report](#)

Kind regards,
Jorge A. Madrigal P.E., CFM
Project Engineer



Phone: (956) 585-1909
Mobile: (956) 975-4228

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From: Eric Davila, PE, PMP, CCM [<mailto:eric.davila@hcrma.net>]
Sent: Monday, November 8, 2021 8:03 PM
To: Armando Sandoval <asandoval@lgengineers.com>; Jorge Madrigal <jmadrigal@lgengineers.com>
Cc: Arnold Cortez <acortez@lgengineers.com>; Damien Tijerina <dtijerina@lgengineers.com>; Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>; 'Saldivar Jr., Samuel' <samuel.saldivar@hdrinc.com>
Subject: RE: 365 Toll Floodway bridge at SP 115

Also, are items 1 & 2 included in the bridge calcs or are they part of a section in the geotech report?

Geotech report and some scour information are found here: [Geotechnical](#) / [Scour Analysis & Hydraulic Report](#)

Regards,

Eric Davila, PE, PMP, CCM

From: Eric Davila, PE, PMP, CCM

Sent: Monday, November 8, 2021 2:12 PM

To: Armando Sandoval <asandoval@lengineers.com>; Jorge Madrigal <jmadrigal@lengineers.com>

Cc: Arnold Cortez <acortez@lengineers.com>; Damien Tijerina <dtijerina@lengineers.com>;
ramon.navarro@hcrma.net; Saldivar Jr., Samuel <samuel.saldivar@hdrinc.com>

Subject: FW: 365 Toll Floodway bridge at SP 115

Good afternoon Mando / Jorge,

Can you all provide a link to where the following items 3 - 7 might be contained on ProjectWise? If the bridge calc item(s) are not on ProjectWise, please provide an ETA to when we can get those uploaded and a link sent. If any items require follow-up with Pulice to clarify, please advise and we can set up a meeting.

Best regards,

Eric Davila, PE, PMP, CCM

From: Saraceno, Giulia <gsaraceno@pulice.com>
Sent: Thursday, November 4, 2021 2:00 PM
To: Eric Davila, PE, PMP, CCM <eric.davila@hcrma.net>
Cc: Álvarez Sirvent, Daniel <dalvarezs@ggravityeng.com>; Barquero, Diego <dbarquero@Dragados-USA.com>; Manuel Correia <mcorreia@OTHON.COM>; Oscar Ramon Ramos <oramos@orramoseng.com>; Ramon Navarro, IV, PE, CFM <ramon.navarro@hcrma.net>; Pilar Rodriguez, PE <prodriguez@hcrma.net>; Spradling, Brent <Bspradling@pulice.com>
Subject: 365 Toll Floodway bridge at SP 115

Dear Eric,

For the evaluation of ITEM 27 of the VE ideas, we will need the following information to advance the VE in more detail:

1. Geotechnical Subsurface investigation & report including foundation (drilled shaft and/or driven pile) recommendations and geotechnical design calculations for the drilled shafts.
2. Hydraulic report including bridge scour calculations (if applicable to this bridge).
3. Confirmation that the "Calculated Foundation Loads" shown on the bent detail sheets for the drilled shafts is the maximum service design load to each drilled shaft. Since the design references the AASHTO LRFD bridge design specifications, just looking to confirm that the loads shown for the shafts are service loads and not factored loads.
4. Maximum loads and/or load combinations at each bent that were used to design the drilled shafts and columns.
5. Superstructure reactions at each bent broken out per girder (DL + LL with and without impact).
6. Braking force calculations at each bent including distribution assumptions.
7. Shaft loads at bents 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 14, 20, and 22.

Could you please let us know where this information could be found in Project wise?

Thank you in advance

Giulia Saraceno / Pulice Construction, Inc.

2050 West Sam Houston Parkway South, Houston TX, 77042, 11th Floor
| Cell: 713.203.9871 | Fax: 713.595.4921 | Office: 713-324-4069
Email: gsaraceno@pulice.com | Website: www.pulice.com

PULICE

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EXHIBITS



Memo

Date:	Wednesday, December 07, 2022
Project:	HCRMA 365 TOLL
To:	HCRMA
From:	HDR, Inc.
Subject:	365 Toll Floodway Bridge at SP 115 – Foundation & Scour Review

Pulice and their design consultant, Othon Inc, are currently working on Value Engineering Change Proposals (VECP) for the 365 Toll Floodway Bridge at SP 115. During redesign efforts, Othon identified some potential design issues related to lateral stability of foundations in the floodway resulting in a more robust foundation design at certain locations.

HCRMA requested a review of relevant reports, calculations and plans for the original (sealed 2017) bridge foundation design of the 365 Toll Floodway Bridge at SP 115, with specific focus on lateral stability and scour. Original plans sealed in 2017 note that the bridge is designed according to *AASHTO LRFD Bridge Design Specifications, 7th Ed, 2014* (AASHTO LRFD). The *TxDOT Bridge Design Manual, 2013* references the AASHTO LRFD 6th Ed while the *TxDOT Bridge Design Manual, 2015* references the AASHTO LRFD 7th Ed. It is assumed the bridge is designed according to *TxDOT Bridge Design Manual, 2015* and *TxDOT Geotechnical Manual, 2012*.

2014 Hydraulic/Scour Analysis Report

Hydrology and Hydraulic Report and Floodplain Analysis for The IBWC Main Floodway Trade Corridor Connector's SH 365 Bridge Crossing and Levee Relocations near Texas Spur 115 (23rd St.), Located in Hidalgo County, TX, sealed by Grady Tyner of S&B Infrastructure in April 2014 contains hydraulic data and scour analysis and is included in 100% Design Submittal Floodway Bridge Design Notes delivered to DEC in March of 2017. Scour analysis is required for new bridges crossing waterways by the *TxDOT Geotechnical Manual, 2012*, Chapter 5, Section 5 - Scour.

- Hydraulic data in this report matches 2017 and 2022 Bridge Hydraulic Data Table values, including HW Elev = 110.86', Q = 105.000 cfs, V at the Bridge = 3.66 ft/s
- Scour values range from 8ft (bents 3-14), 34.5ft (2017 bents 15-18) and 12ft (2017 bents 19-25)
- This report references and include portions of an outdated Floodway bridge layout that do not match 2017 sealed bridge drawings including:
 - A 118 ft wide bridge (2017 design is 56ft wide),
 - Bent locations are similar up to Bent 14 and then span lengths change in 2017 plans, resulting in different bent locations within the channel and potential use of different boring data,



- Levee on the east side of the floodway is not shown in the referenced bridge layouts so it is unknown what assumptions were made
- This report contains no reference to boring data used to determine scour values. It seems a conservative assumption of D50 particle size values was made which may result in unrealistic scour values.

2015 Hydraulic/Scour Analysis Report

There is an updated *Hydrology and Hydraulic Report and Floodplain Analysis for The IBWC Main Floodway Trade Corridor Connector's SH 365 Bridge Crossing and Levee Relocations near Texas Spur 115 (23rd St.)*, Located in Hidalgo County, TX, sealed by Andres Cardenas of S&B Infrastructure in May 2015. This report is not included in the final design notes for the Bridge design.

- Hydraulic data in this report matches 2017 and 2022 Bridge Hydraulic Data Table values, including HW Elev = 110.86', Q = 105.000 cfs, V at the Bridge = 3.66 ft/s
- Scour values changed since 2014 report and range from 8ft (bents 3-14), 33.5 ft (2017 bents 15-18) and 11.6 ft (2017 bents 19-25)
- This report references and include portions of an outdated Floodway bridge layout that do not match 2017 sealed bridge drawings including:
 - A variable width bridge approximately 118ft wide (2017 design is 56ft wide),
 - Bent locations are similar up to Bent 14 and then span lengths change in 2017 plans, resulting in different bent locations within the channel and potential use of different boring data,
 - Levee on the east side of the floodway is shown in the referenced bridge layouts
- This report contains no reference to boring data used to determine scour values. It seems a conservative assumption of D50 particle size values was made which may result in unrealistic scour values. This report was sealed after the 2014 Geotech report thus relevant boring data should have been available and utilized for refined scour analysis.

2014 Geotech Report

Geotechnical Investigation for SH365 Project (Main Floodway Bridge & Levee), sealed by David Saenz of L&G Engineering Laboratory, L.L.C. on August 29, 2014 (supporting *365 Toll Floodway Bridge at SP 115* sealed plans by Jorge Madrigal of L&G Engineering in June 2017) notes use of *TxDOT Geotechnical Manual, 2012*.

- This report includes the following statement “Disregard depths for the bents within the waterway portion were taken as approximately 10ft below existing natural ground. Disregard depths for the abutments and bents taken within the grade separate portion were taken as approximately 5 feet below existing natural ground.”
- This report states “True foundation tip elevations should be verified with engineering judgment and based on each individualistic case. Foundation tip elevations determined utilizing foundation capacity curves provided should only be used to verify and supplement an in-depth foundation design.”
- This report does not include any lateral analysis parameters for foundation design.



- There is no mention or reference to S&B hydraulic report/scour analysis in the geotechnical report. However, there are grain size gradation curves (D50-D90) foundation scour analysis parameters included in the report, which should have been used in the scour analysis done by S&B.
- An email from Armando Sandoval of L&G on March 9, 2022 to Eric Davila of HCRMA, etc. regarding 2014 L&G geotechnical report stated “We did consider S&B’s scour depth calculations, but final disregard depths used for design was based on our engineering judgement. Please note that the foundation capacity curves included in the report are intended for general representation of soil capacity through the profile and are not representative of final selected disregard depths for design. Design calculations, including selection and application of disregard depths were provided on ProjectWise. Lateral resistance parameters can be provided, but would be considered additional effort.”

2015 Bridge Design Calculations

100% Design Submittal Floodway Bridge Design Notes delivered to DEC in March of 2017 include Floodway Bridge substructure and foundation calculations, dated October 2015 (supporting *365 Toll Floodway Bridge at SP 115* sealed plans by Jorge Madrigal of L&G Engineering in June 2017). Sealed plans note that bridge design is based on *AASHTO LRFD Bridge Design Specifications, 7th Ed, 2014*. Design criteria is assumed to be *TxDOT Bridge Design Manual, 2015* and is supported by the PGSuper calculations included which utilize 2015 TxDOT criteria.

- The *TxDOT Geotechnical Manual, 2012*, Chapter 5, Section 5 – Scour states “Do not allow scour predictions to control foundation design because TxDOT uses deep foundations. An exception is large rivers, especially those with sand channels.” The floodway would likely be considered to act as a large river given the width of the floodway and the hydraulic parameters used in design. There is also silty sand near existing ground elevation in multiple borings in the floodway channel.
- Foundation design calculations use a 10ft disregard, as noted in the sealed 2014 geotechnical report, in the floodway (at bents 3 through 23). *TxDOT Geotechnical Manual, 2012*, Chapter 5, Section 2 states to use a minimum disregard of 10ft over stream crossings. When compared to 2014 report scour values (included in Floodway Bridge Design Notes) - this 10ft disregard used for design is conservative for bents 3-14 (2014 report shows 8 ft of scour), excessively unconservative for bents 15-18 (2014 report shows 34.5 ft of scour, 2015 report shows 33.5ft of scour), and minorly unconservative for bents 19-23 (2014 report shows 12 ft of scour). There is no discussion of the S&B scour values in the foundation design calculations.
- At Bents 24 & 25, disregard of 25ft and 15ft respectively was used for design – these foundations are within the built-up proposed levee location – so this disregard is to existing ground plus a nominal disturbed soil distance (not for scour) - a reasonable assumption.
- There is no evidence that lateral design/section capacity of column or foundation was checked in 2015 floodway design calculations. *TxDOT Bridge Design Manual, 2015*, Chapter 4, Section 6 – Columns for Multi-column Bents states: “Analysis and design is not required for round columns supporting multi-column bents when the following



conditions are met: ... Column height, measured from bottom of cap to top of drilled shaft or footing, does not exceed 12 times the column diameter (measured in feet). Example: 36' height limit for a 3-ft diameter column. For drilled shaft foundations in stream crossings, the bottom of column is to be taken at the bottom of the scour envelope.....If these conditions are not met, column design and analysis, including second order effects and stiffness reduction from cracked concrete is required. There are multiple bent locations (bents 15-23) in the channel where the column height taken from the 2015 scour envelope included in the 2015 scour analysis report would exceed this 12 times diameter rule and thus structural analysis and design would be required.

- Per AASHTO LRFD Article 3.7, Water loads (WA) including stream flow plus a debris raft in a fully scoured condition would typically be checked for this type of floodway structure – there is no evidence this check was included in 2015 design calculations.

Conclusion 1: Based on the findings above related to the 2017 Floodway Bridge sealed plans and supporting reports and design calculations, additional engineering analysis and design is warranted to ensure Floodway bridge columns and foundations meet applicable design criteria used in the original design.

- **Scour analysis needs update to include 2017 sealed bridge layout configuration and sealed 2014 geotechnical report boring data.**
- **Geotechnical report needs update to include lateral analysis parameters and discussion of disregard used for foundation design as relates to scour analysis.**
- **Bridge design calculations need update to include lateral analysis and strength checks for columns and foundations in the floodway channel, taking into consideration the scour analysis, with specific focus on bents 15 through 23.**

2022 Value Engineering Design

Pulice provided unsealed *HCRMA 365 Tollway: 365 Toll Floodway Bridge at SP 115 Foundation Memo*, Revision 01, dated July 6, 2022, prepared by Othon which explains the foundation design assumptions and results used for the 2022 value engineering design of this structure. This memo includes in Appendix 1, a geotechnical report identified as *22TX07-02-01 – Pile Capacity Design for SH 365 – Main Floodway Bridge*, sealed by Amador Fernandez Fernandez of Tunnel Geotechnical and Railway (TGR), Corp on May 20, 2022. Included as Appendix 4 to the TGR report is a sealed memo in response to request from HCRMA on March 6, 2022 titled *Scour Re-evaluation for 365 Toll Floodway Bridge at IBWC Main Floodway*, sealed by Michael Riojas of S&B Infrastructure on April 1, 2022.

Pulice also provided Floodway bridge plans sealed by Manuel Correia Santos on July 6, 2022 which note design criteria *TxDOT Bridge Design Manual LRFD 2020-1* and *AASHTO LRFD Bridge Design Specifications, 8th Ed., 2017*.

- The scour re-evaluation from April 2022 revises the original 2014 scour analysis for sealed 2017 floodway bridge layout configuration and D50 particle size informed by relevant boring data resulting in significant changes to the scour values to be used for foundation design. Revised scour values range from 6.9 to 8 ft (bents 3-12) and 11.1 to 11.7 ft (bents 13-23).



- Per *TxDOT Bridge Design Manual LRFD 2020-1*, Chapter 4, Section 6 – Columns for Multi-column Bents, columns with a Tx62 girder superstructure type require a 42 inch diameter column to ignore column design and analysis, including second order effects and stiffness reduction from cracked concrete. The value engineering concept change from Tx54 to Tx62 superstructure triggered a lateral analysis at all bent locations because the 36 inch diameter column was not changed from the original design.
- Othon’s memo uses revised 2022 scour values, as well as newly developed lateral foundation design parameters provided in the 2022 TGR geotechnical report to check lateral structural capacity of the foundations for the 2022 value engineering design of this bridge (which includes revised superstructure configuration, Tx62 beams).
- Othon’s Memo Section 3.3 Conclusions of Lateral Analysis include drilled shaft diameter changes from 42” to 48” at Bents 17, 18, 19, 22 and 23 due to load demand and slenderness at these locations.

Conclusion 2: Design and analysis for lateral stability is required for 36” diameter columns supporting Tx62 superstructure (all Floodway bents) per *TxDOT Bridge Design Manual, 2015 and 2020*.

- **Since original (2017) design did not include relevant scour analysis using final bridge configuration or boring data, a revised scour analysis was required.**
- **Since original (2017) design did not include lateral foundation design parameters, additional geotechnical analysis was required to develop these values to be used in lateral stability analysis.**
- **Since original (2017) design did not include lateral stability analysis, this data was not available for comparison to revised 2022 design.**

Summary of 2017 vs. 2022 Foundation Design at Bents 17, 18, 19, 22, and 23

See attached table for a summary of differences between 2017 and 2022 Foundation Designs. As noted above, 2022 redesigned bents 17, 18, 19, 22 and 23 required a larger drilled shaft (2017 design - 42” diameter, 2022 design - 48” diameter) to meet load demands. Review is focused on these bent locations.

- Per the *TxDOT Bridge Design Manual, 2015*, original 2017 design at bents 17, 18, 19, 22 and 23 should have designed for a column height in excess of 36ft using the scour envelop in the sealed scour analysis report. Thus, design and analysis, including second order effects and stiffness reduction from cracked concrete was required.
- Original 2017 design at bents 17, 18, and 19 with original superstructure (Tx54) configuration have higher load demand on foundations as a result of being supported with one less column/drilled shaft than other adjacent bents.

Conclusion 3: Original 2017 structural configurations/load demand at Floodway Bents 17, 18, 19, 22, and 23 should be checked for lateral capacity. Based on *TxDOT Bridge Design Manual, 2015* requirement to check second order effects for these non-standard column heights considering scour envelope, results would likely show more robust structural sections are required than those included in the 2017 design plans (36” diameter column with 42” diameter drilled shaft).



- Revised 2022 foundation design at bents 17, 18, 19, 22 and 23 have increased axial loading when compared to 2017 original foundation design.
 - Axial load due to superstructure dead load is increased due to switching from Tx54 beams to Tx62 beams for those bents supporting shorter spans, i.e. where 6 Tx54 were replaced with 6 heavier Tx62 beams.
 - Axial load due to superstructure dead load decreased for longer spans, i.e. where 8 Tx54 beams were replaced with 6 Tx62 beams.
 - A larger bent cap section is required to support Tx62 superstructure configuration resulting in higher axial load due to substructure dead load (original cap 3.5ft x 3.5ft revised to 4ft x 4ft).
 - Axial load due to self weight of foundation is increased with larger diameter shaft (original 42in diameter increased to 48in diameter shaft) and deeper disregard used for foundation design.
- Revised 2022 design with deeper superstructure (Tx62) and larger bent caps would pick up additional wind load due to larger surface area. Strength capacity checks are typically controlled by load cases with wind. This increases the lateral load demand on all columns and foundations.
- Revised 2022 design includes deeper disregard depths for foundation design resulting in longer unbraced lengths for vertical support elements at each bent. As unbraced length increases, slenderness and second order effects increase, requiring a more robust structural section to meet lateral load demands.

Conclusion 4: Additional loading due to change in superstructure from Tx54 to Tx62 girders would increase lateral demand on the substructure and foundations, regardless of change to disregard depth used for design. The disregard depth due to scour also contributes to the need for more robust structural sections. The revised 2022 design seems to be in conformance with applicable design criteria.

Ultimately, the Engineer of Record is fully responsible for ensuring that the design meets applicable design criteria and is a safe for the traveling public.

365 Toll Floodway Bridge at SP 115 - Foundation Design Summary

Floodway Bridge		2017 Foundation Design (w/ Tx54 superstructure)								2022 Foundation Design (w/ Tx62 superstructure)							2022 minus 2017			
Location	No. of Col/ Shafts	36" Diameter Column Height (ft)	Scour (ft) from 2014 report ¹	Scour (ft) from 2015 report ²	Disregard used (ft)	Column Design Length (ft) (using 2015 scour)	DS Diameter (in)	Length/s haft (LF)	Axial Load (tons/ shaft)	36" Diameter Column Height (ft)	Scour (ft) from 2022 report ³	Disregard used (ft)	Column Design Length (ft) (using 2022 scour)	DS Diameter (in)	Length/s haft (LF)	Axial Load (tons/ shaft)	Axial Load Difference (tons/ shaft)	% Axial Load Increase	Unbraced Length Difference (ft)	Length/ Shaft Difference (LF)
Abut 1	7	0	0	0	10.0	0	36	65	110	0	0	10.0	0	36	61	105	-5	-5%	0	-4
Bent 2	5	22	7.8	7.6	5.0	30	42	64	250	22	0	6.7	22	42	65	253	3	1%	-8	1
Bent 3	5	18	8.2	8	10.0	26	42	71	251	22	6.9	13.5	29	42	66	262	11	4%	3	-5
Bent 4	5	23	8.2	8	10.0	31	42	65	258	22	7.7	13.7	30	42	64	266	8	3%	-1	-1
Bent 5	5	22	8.2	8	10.0	30	42	57	257	21	7.8	12.9	29	42	48	265	8	3%	-1	-9
Bent 6	5	21	8.2	8	10.0	29	42	57	257	21	7.8	12.8	29	42	48	265	8	3%	0	-9
Bent 7	5	22	8.2	8	10.0	30	42	57	257	21	7.8	16.1	29	42	61	265	8	3%	-1	4
Bent 8	5	22	8.2	8	10.0	30	42	57	257	22	7.8	16.6	30	42	61	266	9	4%	0	4
Bent 9	5	21	8.2	8	10.0	29	42	67	257	24	7.9	12.9	32	42	67	267	10	4%	3	0
Bent 10	5	22	8.2	8	10.0	30	42	67	257	22	7.9	12.9	30	42	65	266	9	4%	0	-2
Bent 11	5	23	8.2	8	10.0	31	42	67	256	22	7.9	12.9	30	42	65	264	8	3%	-1	-2
Bent 12	5	23	8.2	8	10.0	31	42	67	255	22	8.0	15.0	30	42	70	263	8	3%	-1	3
Bent 13	5	19	8.2	8	10.0	27	42	70	253	18	11.7	16.7	30	42	72	263	10	4%	3	2
Bent 14	5	18	8.2	8.1	10.0	26	42	70	253	18	11.7	16.7	30	42	54	263	10	4%	4	-16
Bent 15 ⁴	5	22	34.5	33.6	10.0	56	42	51	225	22	11.7	16.7	34	42	49	245	20	9%	-22	-2
Bent 16	4	21	34.5	33.5	10.0	55	42	51	238	21	11.7	16.7	33	42	52	271	33	14%	-22	1
Bent 17	4	22	34.5	33.5	10.0	56	42	57	274	21	11.6	16.6	33	48	56	297	23	8%	-23	-1
Bent 18	4	23	34.5	33.5	10.0	57	42	62	311	22	11.6	16.8	34	48	57	323	12	4%	-23	-5
Bent 19	4	24	12.1	11.6	10.0	36	42	62	311	24	11.6	16.6	36	48	87	324	13	4%	0	25
Bent 20	5	26	12	11.6	10.0	38	42	83	253	26	11.6	16.6	38	42	87	262	9	4%	0	4
Bent 21	5	30	12	11.6	10.0	42	42	83	255	29	11.5	16.6	41	42	86	264	9	4%	-1	3
Bent 22	5	31	12	11.6	10.0	43	42	83	255	31	11.5	16.5	43	48	81	268	13	5%	0	-2
Bent 23	5	33	12	11.6	10.0	45	42	77	223	33	11.1	16.1	44	48	76	244	21	9%	-1	-1
Bent 24 ⁵	5	14	12	11.5	25.1	26	42	91	200	13	0.0	25.1	13	42	95	215	15	8%	-13	4
Bent 25 ⁵	4	15	12	11.5	14.8	27	42	95	279	14	0.0	14.8	14	42	95	287	8	3%	-13	0
Bent 26	4	19	0	0	5.0	19	42	61	241	19	0.0	6.6	19	42	69	253	12	5%	0	8
Bent 27	4	19	0	0	5.0	19	42	57	195	18	0.0	6.1	18	42	59	214	19	10%	-1	2
Bent 28	4	19	0	0	5.0	19	42	63	252	19	0.0	6.4	19	42	66	263	11	4%	0	3
Abut 29	6	0	0	0	10.0	0	36	78	110	0	0.0	10.0	0	36	74	124	14	13%	0	-4

Notes

- 1 - 2014 Scour report uses 2004 TxDOT Hydraulic Design Manual with assumed D50 and D90 values, scour values are not tied to boring data
- 2 - 2015 Scour report uses 2004 TxDOT Hydraulic Design Manual with assumed D50 and D90 values, scour values are not tied to boring data
- 3 - 2022 Scour report uses D50 and D90 values from geotechnical report and bent locations match bridge layout
- 4 - Bent 15 in 2017 design is at approximate location of Bent 16 in 2014 and 2015 scour report, all subsequent bents shift down one number
- 5 - Disregard used at Bents 24 & 25 is based on distance from top of proposed levee to existing natural grade

Column Design Length is flagged w/ red text if >=36 ft (12x3ft column diameter per TxDOT Bridge Design Manual)

CHANGE ORDER PROPOSAL

November 8, 2022

TO: Ramon Navarro, P.E., C.F.M.
Chief Construction Engineer
HC Regional Mobility Authority
203 W. Newcombe Avenue
Pharr, TX 78577

FROM: Rafael Carmona
Project Manager
Pulice Construction Inc.
7902 S. 10TH Street,
McAllen, TX 78503

RE: Project: CSJ 0039-02-063 – Change Order Drill Shaft 48 in. Floodway Bridge

SCOPE: The scope of this change is to add item for Drill Shafts 48 in.

CHANGE JUSTIFICATION: Based on the revised scour analysis the drill shafts for Bents 17, 18, 19, 22 and 23 were increased from 42 in. to 48 in to assure stability of the structure. This issue with the original design came out during the redesign by Othon Engineering to optimize beams per VECPC(C-10).

SPECIFICATIONS, PLANS OR OTHER DOCUMENTS REQUIRED:

CHANGE TO CONTRACT PRICE: We're requesting additional compensation for these changes as detailed below. The detail breakdown of this amount is included with the change order for your information.

Item	Description	Unit	Unit Price	Original Qty	CO Qty	Revised Qty	CO Amount
416 6005	DRILL SHAFT (42 IN)	LF	\$ 208.19	9,092	-1,524	7,568	\$ (317,281.56)
416 6006	DRILL SHAFT (48 IN)	LF	\$ 308.39	0	1,585	1,585	\$ 488,798.15
							\$ 171,516.59

CHANGE TO CONTRACT TIME: No additional time requested with this work.

If you have any questions or need additional information, please contact me at (346) 324-0781.

Sincerely,



Rafael Carmona
Project Manager
Pulice Construction Inc.

PULICE

REQUEST FOR CHANGE

HCRMA 365 Toll
 COST JUSTIFICATION
 Drill Shafts 48 in.

Rev. 11/8/2022

PULICE LABOR ITEMS:	CREW	HOURS		LABOR UNIT	LABOR COST
		ST	OT		
					0.00
					0.00
					0.00
SUBTOTAL PULICE LABOR:					\$ -
BURDEN @ 55%:					\$ -
25% OF LABOR					\$ -
TOTAL PULICE LABOR:					\$ -

PULICE EQUIPMENT ITEMS:	HOURLY RATE	EQUIPMENT		EQUIPMENT COST
		UNIT	HOURS	
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL PULICE EQUIPMENT:				\$ -
EQUIPMENT @ 15% MARK-UP:				\$ -
TOTAL PULICE EQUIP:				\$ -

PULICE MATERIAL ITEMS:	MATERIAL		25% M/U	MATERIAL	
	COST	UNIT		COST	COST
Additional unit cost of concrete vs 42 In. Drill Shaft	\$ 19.29		4.82	\$ 24.11	
Additional unit cost of rebar vs 42 In Drill Shaft	\$ 7.24		1.81	\$ 9.05	
				\$ -	
				\$ -	
SUBTOTAL PULICE MATERIAL:				\$ 33.16	
MATERIAL @ 25% MARK-UP:				\$ 8.29	
TOTAL PULICE MATERIAL:				\$ 41.45	

SUBCONTRACTOR ITEMS:	QUANTITIES	UNIT PRICE	SUBTOTAL	5% M/U	BID TOTALS	
					\$	\$
Additional Sub Unit Cost AH Beck vs 42 In Drill Shaft	1.00	\$ 55.00	\$ 55.00	\$ 2.75	\$ 57.75	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
TOTAL SUBCONTRACTOR ITEMS:					\$ 57.75	

SUMMARY					
TOTAL PULICE ITEMS:					\$ 41.45
TOTAL SUBCONTRACTOR ITEMS:					\$ 57.75
WORK SUBTOTAL:					\$ 99.20
Bond 1%					\$ 0.99
					\$ 100.20
	QTY:	1.00		LF	
	ADDITIONAL UNIT PRICE:	\$100.20		/LF	
	ORIGINAL UNIT PRICE (42 IN DS):	\$208.19		/LF	
	NEW UNIT PRICE FOR 48 IN DS:	\$308.39		/LF	
NOTES					

365 Toll

48 In. Drill Shaft vs 42 In. Drill Shaft

Bents 17, 18, 19, 22, and 23

Concrete				
Drill Shaft	Length	Quantity w/waste CY	Amount	Unit Cost
42	1,524.00	705.98	\$ 96,013.09	\$ 63.00
48	1,585.00	959.00	\$ 130,424.34	\$ 82.29
			Unit Cost Increase	\$ 19.29

Rebar				
Drill Shaft	Length	Quantity	Amount	Unit Cost
42	1,524.00	88,442.00	\$ 54,834.04	\$ 35.98
48	1,585.00	110,482.00	\$ 68,498.84	\$ 43.22
			Unit Cost Increase	\$ 7.24

Subcontractor				
Drill Shaft	Length	Quantity	Amount	Unit Cost
42	1,524.00	1,524.00	\$ 152,400.00	\$ 100.00
48	1,585.00	1,585.00	\$ 245,675.00	\$ 155.00
			Unit Cost Increase	\$ 55.00

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023-06**

**APPROVAL OF UPDATE TO THE RECORDS RETENTION MANAGEMENT
POLICY TO DESIGNATE A RECORDS MANAGEMENT OFFICER FOR THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

THIS RESOLUTION is adopted this 24th day of January, 2023, by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority was created by Order of Hidalgo County (the "County") dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the "Commission") dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, Title 6, Subtitle C, Local Government Code (Local Government Records Act), provides that each local government must establish an active and continuing records management program; and

WHEREAS, on July 23, 2014, the Authority approved Resolution 2014-61- Approval to adopt a plan for that purpose and to prescribe policies and procedures the Board of Directors adopted a Records Retention Management Program; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-11 Approval to update the Records Retention Manager Program to designate a Records Retention Office for the Hidalgo County Regional Mobility Authority; and

WHEREAS, the HCRMA finds it necessary to approve Resolution 2023-06 Approval to update the Records Retention Management Policy to designate a Records Management Officer;

WHEREAS, the HCRMA Board of Directors hereby approves the records retention schedule, as set forth; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Executive Assistant, will serve as records management officer for the HCRMA as provided by law and will ensure that the maintenance, destruction, electronic storage, or other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act, Attached Exhibit A.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING, duly posted and noticed, on the 24th day of January, 2023, at which meeting a quorum was present.



S. David Deanda Jr., Chairman

Attest:



Ezequiel Reyna Jr., Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

RECORDS MANAGEMENT POLICY

Hidalgo County Regional Mobility Authority
RECORDS MANAGEMENT POLICY

The Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and the **Hidalgo County Regional Mobility Authority** desires to adopt a plan to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping; now therefore:

SECTION 1. DEFINITION OF RECORDS OF THE Hidalgo County Regional Mobility Authority . All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the **Hidalgo County Regional Mobility Authority** or any of its officers or employees pursuant to law or in the transaction of public business, are declared to be the records of the **Hidalgo County Regional Mobility Authority** and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. RECORDS DECLARED PUBLIC PROPERTY. All records as defined in Sec. 1 of this plan are declared to be the property of the **Hidalgo County Regional Mobility Authority** . No official or employee of the **Hidalgo County Regional Mobility Authority** has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 3. POLICY. It is declared to be the policy of the **Hidalgo County Regional Mobility Authority** to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice. This policy shall apply to all employees, agents, independent contractors, and volunteers of the Hidalgo County Regional Mobility Authority.

SECTION 4. RECORDS MANAGEMENT OFFICER. The Executive Assistant will serve as Records Management Officer for the **Hidalgo County Regional Mobility Authority** as provided by law and will develop policies and procedures to ensure that the maintenance, preservation, security, destruction, electronic storage, and other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act.

SECTION 5. RECORDS CONTROL SCHEDULES. Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use in **Hidalgo County Regional Mobility Authority** , as provided by law. The Records Management Officer shall prepare amendments to the schedules as needed to reflect new records created or received by this office, or revisions to retention periods established in a records retention schedule issued by the Commission. Any destruction of records of the **Hidalgo County Regional Mobility Authority** will be in accordance with these schedules and the Local Government Records Act.



SLRM
STATE and LOCAL
RECORDS
MANAGEMENT

**Form SLR 504 – Designation of Local Government
Records Management Officer
For non-elected offices in Texas**

Submitted pursuant to Local Government Code §203.025

Before filling out this form, ensure that the Records Management policy approved by your governing body under Local Government Code, §203.026 has designated your position as the Records Management Officer (RMO). If the position in the policy has changed, or if the policy names an individual who is no longer serving as RMO, a new policy must be filed with this form.

Records Management Officer (RMO) Contact Information:

Name of Local Government: Hidalgo County Regional Mobility Authority

Position/Title Designated in Policy: Executive Assistant

Name of Individual Designated as RMO: Maria E. Alaniz

Mailing Address: PO BOX 1766

City: Pharr Zip Code: 78577

Business email: maria.alaniz@hcrma.net Phone: (956) 402-4762

Please subscribe me to The Texas Record for news and training information. <https://www.tsl.texas.gov/slr/blog/>

RMO Signature:  Date: 1/18/2023

Please mail original, signed form within 30 days of RMO change to:

State and Local Records Management Division
Texas State Library and Archives Commission
P.O. Box 12927
Austin, TX 78711-2927

Access and download forms, publications and retention schedules
on our website: <https://www.tsl.texas.gov/slr>

For more assistance: 512-463-7610
slrinfo@tsl.texas.gov



SLRM
STATE AND LOCAL
RECORDS
MANAGEMENT

Form SLR 508 – Declaration of Compliance

with the Records Scheduling Requirement
of the Local Government Records Act

Part 1: Records Management Officer (RMO) Contact

CAUTION: Before filling out this form, make sure the records management policy approved by your governing body under Local Government Code (LGC) §203.026 designates your position as the Records Management Officer (RMO). If the position or person designated as RMO in the policy has changed, submit a new policy with this form.

RMO Name:		Local Government Name:	
Maria E Alaniz		Hidalgo County Regional Mobility Authority	
RMO Title and Position Designated in Policy:		Mailing Address:	
Executive Assistant		PO BOX 1766 Pharr, TX 78577	
Business Email Address:	Phone Number:	City:	Zip Code:
maria.alaniz@hcrma.net	(956) 402-4762	Pharr	78577
<input checked="" type="checkbox"/> Please subscribe me to The Texas Record blog for news and training information. https://www.tsl.texas.gov/slrmblog/			

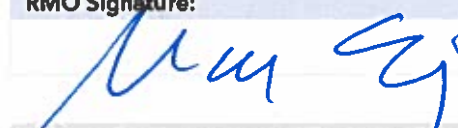
Part 2: Local Government Certification

As records management officer, I understand I shall assist in establishing and developing policies and procedures for the records management program for the local government and ensure compliance with duties of records management officer (LGC §203.023), Electronic Standards and Procedures (LGC §205.002); and Microfilming Standards and Procedures (LGC §204.002).

I hereby declare records control schedules have been prepared for all records as required by LGC §203.041(a). I certify the schedules comply with the minimum requirements established on records retention schedules issued by the Texas State Library and Archives Commission (as checked below) and no retention period on the records control schedules is less than a retention period prescribed by a state or federal law, regulation, or rule of court.

I declare this local government complies with the following retention schedules:

<input checked="" type="checkbox"/> Schedule GR (Records Common to All Governments)	<input type="checkbox"/> Schedule LC (Justice and Municipal Courts Records)
<input type="checkbox"/> Schedule CC (Records of County Clerks)	<input type="checkbox"/> Schedule PS (Records of Public Safety Agencies)
<input type="checkbox"/> Schedule DC (Records of District Clerks)	<input checked="" type="checkbox"/> Schedule PW (Records of Public Works and Services)
<input type="checkbox"/> Schedule EL (Elections & Voter Registration Records)	<input type="checkbox"/> Schedule SD (Records of Public School Districts)
<input type="checkbox"/> Schedule HR (Records of Public Health Agencies)	<input type="checkbox"/> Schedule TX (Records of Property Taxation)
<input type="checkbox"/> Schedule JC (Records of Public Junior Colleges)	<input type="checkbox"/> Schedule UT (Records of Utility Services)

RMO Signature:  **Date:** 1/25/2023

For use by Texas State Library and Archives Commission Staff Only

This Declaration of Compliance has been accepted for filing:

- pursuant to Local Gov. Code §§203.025 and 203.041(a)(2). A record appearing on a valid records control schedule may be disposed of at the expiration of its retention period without additional notice to the director and librarian as described in §202.001(a)(1), subject to the provisions of §203.041(d)
- subject to the conditions stated in the accompanying letter.

Name:	Title:	Signature:	Date:
Megan Carey	RMA Manager		

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023 – 07

APPROVAL OF LEASE AGREEMENT WITH THE CITY OF PHARR TO
PROVIDE OFFICE SPACE TO THE HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 28th day of February, 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity; and

WHEREAS, the Authority entered into an Interlocal Agreement with the City of Pharr for temporary administrative offices, effective on June 20, 2012 and amended and restated on April 4, 2014; and


WHEREAS, on June 27, 2017 the authority approved Resolution 2017-55 to enter into a lease agreement with Pharr Economic Development Corporation II for office space located at 201 & 203 W. Newcombe, Pharr, Texas, County of Hidalgo, State of Texas; and

WHEREAS, the Board has determined it is necessary enter into a lease agreement with Pharr Economic Development Corporation II to continue to provide office space to the Hidalgo County Regional Mobility Authority;

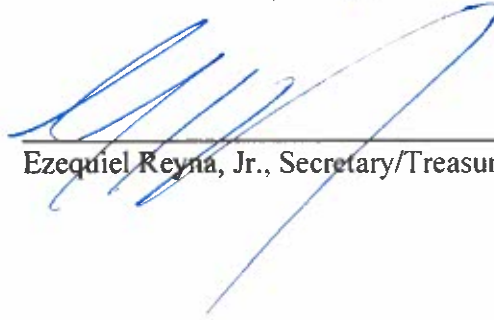
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves a sixty (60) month lease agreement for a monthly installment of \$4,480.00. Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the lease agreement with Pharr Economic Development Corporation II, as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of February, 2023, at which meeting a quorum was present.



S. David Deanda Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

COMMERICAL LEASE AGREEMENT WITH
PHARR ECONOMIC DEVELOPMENT CORPORATION II



COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (the "Lease") is made and executed in duplicate by and between Pharr Economic Development Corporation II (the PEDC II" or "Lessor"), of 1215 S. Cage. Pharr, Texas, and the Hidalgo County Regional Mobility Authority (the "HCRMA" or "Lessee").

Section I. Description of Premises

Lessor leases to Lessee and Lessee leases from Lessor, as provided below, the Premises located at 203 W. Newcombe Ave., Pharr, Texas, County of Hidalgo, State of Texas, and described more particularly as follows two (2) suites within a single office building (the "Building"), such suites located at 203 W. Newcombe Ave., Pharr, Texas (the "Premises"). Except as otherwise provided herein, the Lease does not include the third suite in the Building.

Section II. Term

The term of this lease is sixty (60) months beginning on the first day of the month following the "Commencement Date", being that date the Premises are made available to and accepted by the HCRMA.

Section III. Rent

The total rent amount for this lease is \$268,800.00. Lessee agrees to pay Lessor said amount in monthly installments of \$4,480.00 each payable to Lessor at 1215 S Cage Blvd., Pharr, Texas, beginning on the first day of the month immediately following the Commencement Date, and every month thereafter on the first day of each month during the term of the lease.

Section IV. Use of Premises

The Premises are leased to be used as professional office space. Lessee agrees to restrict its use for such purposes and not to use or permit the use of the Premises for any other purpose without first obtaining the consent in writing of Lessor or of Lessor's authorized agent.

Section V. Prohibition Against Activities Increasing Fire Insurance Rates

Lessee agrees not to use the Premises in any manner that will increase risks covered by insurance on the building where the Premises are located, so as to increase the rate of insurance on the Premises or to cause cancellation of any insurance policy covering the building. Lessee further agrees not to keep on the Premises or permit to be kept, used, or sold on the Premises anything known to be prohibited by the policy of fire insurance covering the Premises. Lessee agrees to comply, at Lessee's own expense, with all known requirements of insurers necessary to keep in force the fire and public liability insurance covering the Premises and building. Lessor shall provide Lessee with all use restrictions under its fire and public liability insurance policies prior to Commencement.

Section VI. Prohibition Against Waste, Nuisance, or Unlawful Use

Lessee shall not commit or allow to be committed any waste on the Premises by abusing or destroying the property, create or allow any nuisance to exist on the Premises, or use or allow the Premises to be used for any unlawful purpose.

Section VII. Payment of Utilities

Lessor shall provide for all utilities furnished the Premises for the term of this lease, including electricity, gas, water, internet, and telephone service. Lessor shall also provide all garbage, janitorial services, and security consistent with the services provided by the City of Pharr at Pharr City Hall.

Section VIII. Repairs and Maintenance

Lessor, at Lessor's expense, shall maintain and keep the Premises, including without limitation, windows, doors, skylights, adjacent sidewalks, storefront, interior structural walls, air conditioning and heating system, wiring, security system, drainage, outside lighting, and plumbing in good repair and in full compliance with the Americans with Disabilities Act and other state and federal standards and in conformance with the City of Pharr's policies for public buildings. Lessor, at Lessor's expense, shall remediate any toxic mold, exposed asbestos, lead paint or other health issues in the Premises. Further, Lessor shall maintain in good condition the building roof and exterior walls, including the storefront.

Lessee is permitted to paint and carpet the interior of the Premises as well as take other interior actions that do not permanently alter the structure.

Section IX. Delivery, Acceptance, and Surrender of Premises

Lessor represents that the Premises are in fit, sanitary, and safe condition for use as professional office space. Lessee agrees to accept the Premises on possession as being in a good state of repair and in sanitary condition. Lessee agrees to surrender the Premises to the Lessor at the end of the lease term, if the Lease is not renewed, in the same condition as when Lessee took possession, allowing for reasonable use and wear and damage by acts of God, including fire and storms. Lessee agrees to remove all business signs or symbols placed on the Premises by Lessee before redelivery of the Premises to the Lessor and to restore the portion of the Premises on which they were placed in the same condition as before their placement.

Section X. Partial Destruction of Premises

Partial destruction of the leased Premises shall not render this lease void or voidable or terminate it except as provide in this lease.

If the Premises are partially destroyed during the term of this Lease, Lessor shall repair such damage, when such repairs can be made in conformity with local, state, and federal laws and regulations, within sixty (60) days of the partial destruction. Rent for the Premises will be reduced proportionally to the extent to which the repair operations interfere with the normal conduct of Lessee's business on the Premises. If the repairs cannot be so made within the sixty (60) day time period, Lessor has the option to make such repairs within a reasonable time and continue this Lease in effect with proportional rent rebate to Lessee as provided for in this Lease. If the repairs cannot be so made in one hundred twenty (120) days, either party to the Lease has the option to terminate this lease. If the Building is more than one-third destroyed, Lessor may at Lessor's option terminate the Lease whether the Premises are injured or not.

Section XI. Lessor's Right to Inspect, Repair, and Maintain Premises

Lessor reserves the right to enter the Premises at reasonable times to inspect them, to perform required maintenance and repair, or to make additions or alterations to any part of the building in which the Premises leased are located, and Lessee agrees to permit Lessor to do so. Lessor may, in connection with such alterations, additions, or repairs, erect scaffolding, fences, and similar structures; post relevant notices; and place movable equipment without any obligation to reduce Lessee's rent for the Premises during such period, and without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises or loss of occupation of the Premises; provided such repairs are coordinated with Lessee.

Section XII. Posting of Signs by Lessor

Lessor reserves the right to place "For Sale" signs on the Premises at any time during the Lease or "For Lease" or "For Rent" signs on the Premises at any time within ninety (90) days of expiration of the Lease, if Lessee has not exercised the option to renew and Lessee agrees to permit Lessor to do so.

Section XIII. Posting of Signs, Awnings, or Marquees by Lessee

Lessee agrees not to construct or to place or to permit construction or placement of signs, awnings, marquees, or other structures projecting from the exterior of the Premises without Lessor's written consent, such consent not to be unreasonably withheld or delayed; except that Lessee may affix sticker or paint signage identifying the "Hidalgo County Regional Mobility Authority" on the door or storefront without additional consent. Lessee further agrees to remove signs, displays, advertisements, or decorations Lessee has placed or permitted to be placed on the Premises, which, in Lessor's opinion, are offensive or otherwise objectionable. If Lessee fails to remove such signs, displays, advertisements, or decorations within thirty (30) days after receiving written notice from Lessor to remove the same, Lessor reserves the right to enter the Premises and remove them, at Lessee's expense.

Section XIV. "Quitting Business," "Bankruptcy," or "Lost Our Lease" Sales

Lessee agrees not to conduct "Quitting Business," "Lost Our Lease," "Bankruptcy," or other such types of sales on the Premises without Lessor's written consent.

Section XV. Liability Insurance

Lessee agrees to procure and maintain in force during the term of this lease and any extension of the lease, at Lessee's expense, public liability insurance in companies, adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the lease Premises, in a minimum amount of \$1,000,000.00 for each person injured, \$1,000,000.00 for any each accident, and \$1,000,000.00 for property damage or theft. Such insurance policies shall provide coverage for Lessor's contingent liability on such claims or losses. Certificates of Insurance shall be delivered to Lessor for keeping. Lessee agrees to obtain a written obligation from the insurers to notify Lessor in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies. Lessee agrees that, if such insurance policies are not kept in force during the entire term of this lease and any extension of this lease. Lessor may procure the necessary insurance, pay the premium and that such premium shall be repaid to Lessor as an additional rent installment for the month following the date on which such premiums are paid.

During the term of this Lease and any extension hereto, Lessor agrees to maintain, at Lessor's sole expense, property insurance at all times. insuring all buildings and structures comprising the Premises to the same extent and with the same coverage as other PEDC II buildings and/or City of Pharr buildings. Such insurance coverage may be

maintained by a combination of single policies and umbrella policies, shall include flooding insurance. and shall name Lessee as an additional insured. Lessor agrees to obtain a written obligation from the insurers to notify Lessee in writing at least thirty (30) days prior to cancellation or refusal to renew any such policies.

All insurance policies of Lessee and Lessor required hereunder shall be issued by insurance companies authorized to do business in the State of Texas and rated A-VII or better by A.M. Best Company (or an equivalent) and shall name the other party as "additional insureds".

Section XVI. Assignment or Sublease

Lessee agrees not to assign or sublease the Premises leased, any part of the Premises, or any right or privilege connected with it or to allow any other person, except Lessee's agents, consultants, contractors, and employees, to occupy the Premises or any part of the Premises, without first obtaining Lessor's written consent. One consent by Lessor shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Lessee's unauthorized assignment, sublease, or license to occupy shall be void and shall terminate the lease at Lessor's option. Lessee's interest in this lease is not assignable by operation of law, nor is any assignment of Lessee's interest therein, without Lessor's written consent.

Section XVII. Effective of Lessee's Receivership or Assignment for Benefit of Creditors

Appointment of a receiver to take possession of Lessee's assets (except a receiver appointed at Lessor's request as herein in the lease) or Lessee's general assignment for benefit of creditors is a breach of this lease.

Section XVIII. Lessor's Remedies on Lessee's Breach

If Lessee breaches this lease, Lessor, after providing written notice and thirty (30) days for cure or initiation of cure if cure cannot be accomplished in thirty (30) days, shall have the following remedies in addition to its other rights and remedies in such event:

- a. Reentry. Lessor may reenter the Premises immediately and remove all of Lessee's personnel and property from the Premises. Lessor may store the property in a public warehouse or at another place of Lessor's choosing at Lessee's expense or to Lessee's account.
- b. Termination. After reentry, Lessor may terminate the lease on giving thirty (30) days' written notice of the termination to Lessee. Reentry only, without notice of termination, will not terminate the lease.

c. Reletting Premises. After reentering, Lessor may relet the Premises or any part of the Premises, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make alterations and repairs to the Premises.

(1) Liability of Lessee on reletting. Provided Lessor is not also in breach of this Lease, lessee shall be liable to Lessor in addition to its other liability for breach of the lease for all expenses of the reletting and of the alterations and repairs made, which Lessor may incur. In addition, Lessee is liable to Lessor for the difference between the rent received by Lessor under the reletting and the rent installments that are due for the same period under this lease.

(2) Application of Rent on reletting. Lessor at its option may apply the rent received from reletting the Premises as follows:

(a) to reduce Lessee's indebtedness to Lessor under the lease, not including indebtedness for rent;

(b) to expenses of the reletting and alterations and repairs made;

(c) to rent due under this lease; and

(d) to payment of future rent under this lease as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor and the rent installment has been credited in advance of payment to Lessee's indebtedness other than rent or if rentals from the new Lessee have been otherwise applied by Lessor as provided for in this lease, and during any rent installment period are less than the rent payable for the corresponding installment period under this lease, Lessee agrees to pay Lessor the deficiency separately for each rent installment deficiency period and before the end of that period.

Lessor may at any time after such reletting terminate the lease for the breach because of which it reentered and relet.

Lessor may recover from Lessee on terminating the lease for Lessee's reach all damages proximately resulting from the breach, including the cost of recovering the Premises, and the worth of the balance of this lease over the reasonable rental value of the Premises for the remainder of the lease term, which amount shall be immediately due Lessor from Lessee.

Appointment of Receiver. After reentry, Lessor may procure the appointment of a receiver to take possession of and collect rents and profits from Lessee's business. If necessary, to collect such rents and profits the receiver may carry on Lessee's business and take possession of Lessee's personal property used in the business, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee for them. Proceedings for

appointment of a receiver by Lessor or the appointment of a receiver and the conducting by such receiver of Lessee's business shall not terminate this lease unless Lessor has given Lessee written notice of such termination as provided in this lease.

Section XIX. Lessee's Remedies on Lessor's Breach

Upon Lessor's breach of its obligations under this Lease, Lessee, after providing thirty (30) days' written notice and time for cure, may terminate this Lease if during this period Lessor fails to cure, or initiate cure if such cannot be accomplished in thirty (30) days.

Section XX. Liability for Attorney's Fees

If Lessor files an action to enforce any covenant of this lease or for breach of any covenant in the lease, Lessee agrees to pay Lessor reasonable attorney's fees for the services of Lessor's attorney in the action, such fees to be fixed by the court. If any Party to this Agreement defaults in the performance of any covenants, obligations or agreements of such Party contained in this Agreement and the other Party hereto places the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy therein provided for such default, in the hands of an attorney who files suit upon the same (either by direct action or counterclaim), the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post-judgment proceedings to collect or enforce the judgment.

Section XXI. Notices

Notices given pursuant to the provisions of this lease or necessary to carry out its provisions shall be in writing and delivered personally to the person to whom the notice is to be given or mailed, postage prepaid, addressed to such person. Lessor's address for this purpose shall be 1215 S Cage Blvd, Pharr, TX 78577, or such other address as it may in writing designate to Lessee. Notices to Lessee may be addressed to Lessee at the Premises.

Section XXII. Effect of Lessor's Waiver of Covenants

Lessor's waiver of breach of one covenant or condition of this lease is not a waiver of breach of others or of subsequent breach of the one waived. Lessor's acceptance of rent installments after breach is not a waiver of the breach, except of breach of the covenant to pay the rent installment or installments accepted.

Section XXIII. Binding Effect on Successors and Assigns

This Lease and the covenants and conditions of this Lease apply to and are binding on the heirs, successors, executors, administrators, and assigns of the parties to this Lease, including any party who purchases the Premises from Lessor.

Section XXIV. Time of the Essence

Time is of the essence of this Lease.

Section XXV. Effect of Eminent Domain Proceedings

If all of the Premises or the use thereof is taken by power of eminent domain, condemned or sold in lieu of condemnation proceedings, this Lease shall automatically terminate on the earlier to occur of (i) the date on which title to the Premises vests in the condemning authority; or (ii) the date on which Lessee is dispossessed of the Premises. Except as otherwise required by issues of public safety in the exercise of a governmental function, neither party shall exercise its power of eminent domain on all or a portion of the Premises.

Eminent domain proceedings resulting in the condemnation of a part of the Premises leased herein that leave sufficient usable space by Lessee for purposes of the business for which the Premises are leased will not terminate this lease, unless Lessor at its option terminates it by giving written notice of termination to the Lessee. The effect of such condemnation, should Lessor's termination option not be exercised, will be to terminate the lease as to the portion of the Premises condemned and to leave the Lease in effect as to the remainder of the Premises. Lessee's rental for the remainder of the lease term shall in such case be reduced proportionately by the amount that the usefulness of the Premises to Lessee for such business purposes is reduced. All compensation awarded in the eminent domain proceeding as a result of such condemnation shall be Lessor's. Lessor agrees to promptly make any capital improvements necessary to make the remaining Premises suitable for Lessee's purposes.

Lessee and Lessor shall have the right to seek, at its sole cost and expense, any award to which it might be entitled as a result of any condemnation of all or any portion of the Premises or the use thereof. Neither Lessee nor Lessor shall have any rights to an award made to the other.

Section XXVI. Option to Renew

Lessor grants Lessee an option to renew this lease for another term equal to the term of this lease at a rental to be negotiated ninety (90) days prior to expiration of first lease term, the other terms, covenants, and conditions of the renewal lease to be the same as those in this lease. To exercise such option Lessee must give Lessor written notice of Lessee's intention to do so at least ninety (90) days before this lease expires.

Section XXVII. Option to Purchase

Lessor grants to Lessee an option to buy the building at any time Lessee may elect before March 31, 2027, at a price to be negotiated by both parties at the time of the proposed sale, provided Lessee shall have fully performed the Lease and made all payments required up to that time. In the event of the exercise of this option as provided in this section, Lessor agrees to convey the property to Lessee by warranty deed free and clear of all encumbrances except the taxes and assessments which under this lease are to be paid by Lessee, and any existing lease on the third suite located in the Building.

In addition, Lessor grants to Lessee a right of first refusal to purchase the Building and Suite 205 in the building aka Lots 12-15, Blk 44, PHARR ORIGINAL TOWNSITE in the event Lessor receives a purchase offer from a third party. If Lessor receives a bona fide offer for the purchase of the Building and Suite 205, Lessee shall have thirty (30) days after receipt of written notice of such offer to exercise a right of first refusal to acquire the Building on the same terms and conditions as the offer, provided Lessee shall have fully performed the Lease and made all payments required up to that time.

Nothing in this section, however, shall be construed to prevent, prior to consummation of the sale, Lessor's placing deeds of trust on the property as it may see fit, provided however, that the encumbrances shall not exceed the purchase price and shall not bear more than market rate of interest per annum. Any encumbrances now or hereafter existing against the property, created by, for, or on account of the Lessor shall, however, so far as they constitute liens, at the consummation of the sale be deducted from the negotiated purchase price mentioned above, so that the total cost of the Premises free and clear to Lessee, including encumbrances at the time existing against them, shall not exceed the amount owed under the terms of the lease at the time of the closing for such sale. The Lessor will protect and defend Lessee and the property against foreclosure or loss by reason of any encumbrances created by or through the Lessor.

Whenever Lessee shall desire to exercise this option or its right of first refusal, Lessee shall give Lessor written notice. Lessor will, within reasonable time after receipt of the notice, deliver or cause to be delivered to Lessee a preliminary title report. Defects in title, if any, shown by the report shall be remedied by Lessor within sixty (60) days of notice to Lessor of any defects, and Lessor shall deliver to Lessee at the time of closing an owner's policy of title insurance in the amount of the purchase price subject only to encumbrances, exceptions, and reservations mentioned in this section. The purchase shall in any event be completed by conveyance of the property and payment of the purchase price within ninety (90) days from the delivery of notice of intent to exercise this option or the right of first refusal. Whether under Lessee's option or the right of first refusal, the total purchase price for the Building shall be less 60% the sum of all rent paid by Lessee to Lessor under this Lease plus the total costs of any improvements made by Lessee during the term of this Lease to the Premises or the Building.

Section XXVIII. Release and Indemnification

IN NO EVENT SHALL ANY OF THE PARTIES BE LIABLE TO THE OTHER PARTIES UNDER ANY PROVISION OF THIS AGREEMENT OR OTHERWISE FOR LOST PROFITS, INCLUDING LOST OR PROSPECTIVE PROFITS, OR FOR ANY OTHER SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, IN CONTRACT, TORT OR OTHERWISE, WHETHER OR NOT CAUSED BY OR RESULTING FROM SUCH PARTY'S OWN, SOLE NEGLIGENCE OR THE NEGLIGENCE OF ANY OF ITS AFFILIATES OR RELATED PARTIES; *PROVIDED* THAT WITHOUT LIMITING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO THE CLAIMS OF EACH PARTY ARISING OUT OF THIRD PARTY CLAIMS FOR ANY OF THE FOREGOING.

LIMITING THE FOREGOING, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS OF EACH PARTY ARISING OUT OF THIRD-PARTY CLAIMS FOR ANY OF THE FOREGOING.

To the extent permitted by law, the parties shall each indemnify, hold harmless, and defend the other (including the other party's officers, officials, employees, agents and volunteers) from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage, including by fire and other casualty) incurred by the other and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expenses) arising directly or indirectly out of the indemnifying party's performance under this Lease.

Lessor and Lessee hereby release each other for any and all claims that have arisen up to the date this Agreement is signed.

Section XXIX. Alternative Dispute Resolution; Applicable Law and Venue

In the event of any dispute relating to this Agreement, Lessor and Lessee agree to mediate any dispute before proceeding to litigation. If the lessor and lessee cannot resolve their respective disputes, lessor and lessee may resort to litigation in State Court in Hidalgo County, Texas.

Section XXX. Miscellaneous

The execution, delivery and performance of this Lease by the Lessee and the Lessor is with each party's respective powers and has been duly authorized by all necessary action of each party.

Neither the execution and delivery of this Lease nor the consummation of any of the transactions herein contemplated will contravene any applicable laws to which the City is subject, or any judgment, decree, license, order or permit required by either party.

Lessor covenants, that subject to the terms and conditions herein, Lessee shall peaceably and quietly have, hold, and enjoy the Premises in accordance with the terms hereof.

Lessee may file a record of a Memorandum of Lease in the real property records of the Hidalgo County upon the commencement of this Lease. Upon the Lease expiration, Lessee shall execute such instruments reasonably requested by Lessor in recordable form which are sufficient to release of record any rights or interests of Lessee in the Premises.

Regardless of the existence or absence of references to deadlines and or delays elsewhere in this Lease, any deadline or time period within which either party must fulfill an obligation shall be adjusted as appropriate to include days lost for force majeure events.

Effective Date: _____, 2023

By: _____

Name: Victor Perez

Title: President & CEO for the Pharr Economic Development Corporation, II

By: _____

Name: Pilar Rodriguez

Title: Executive Director for Hidalgo County Regional Mobility Authority

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-08

**APPROVAL OF CONTRACT AMENDMENT NUMBER 7
TO THE PROFESSIONAL SERVICE AGREEMENT
WITH HDR ENGINEERING FOR REVISED HOURLY
RATES TO PROVIDE GENERAL ENGINEERING
CONSULTANT SERVICES AND PROGRAM
MANAGEMENT FOR THE 365 TOLLWAY AND IBTC
PROJECTS**

THIS RESOLUTION is adopted this 28th day of February 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to work authorization number 4 to \$85,846.48 with HDR Engineering, Inc.

WHEREAS, the Authority finds it necessary to approve Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.

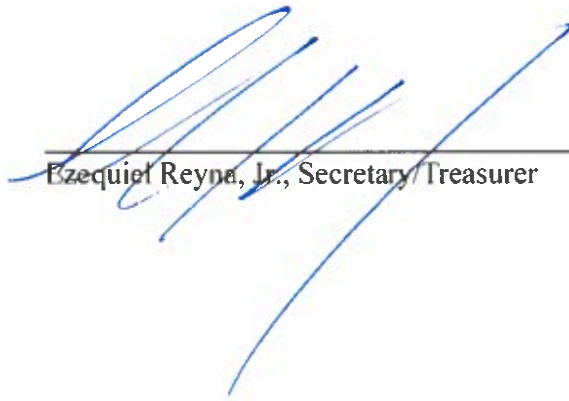
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Resolution 2023-08 – Approval of Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering to revise the hourly rates for General Engineering Consultant and Program Manager services for the 365 Tollway and IBTC Projects, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 7 to the Professional Services Agreement with HDR Engineering.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of February 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Bzequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 7
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

**CONTRACT AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS CONTRACT AMENDMENT is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

Article II Agreement Period

This revised Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on June 30, 2024.

Article III Compensation

Article III Compensation shall be amended to revise the rates for the various disciplines hereto listed as Attachment E-2 Rate Sheets.

This Contract Amendment No. 7 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)
David C. Weston
(Printed Name)

Vice President
(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.
(Printed Name)

Executive Director
(Title)

(Date)

Date received:
 Days since last offer:

1/31/2023	2/15/2023	2/15/2023	
	15		

Direct Labor		2018	Consultant Proposal		HCRMA Counter Offer 1		Consultant Counter Offer 1		Negotiated Rates	
Job Classification (Office OH rate =148.91%)	Yrs Exp	Base Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate	Base Rate	Loaded Rate
Project Manager	10 to 20	78.00	91.00	257.40	Accept				91.00	257.40
Deputy Project Manager	10 to 20	90.00	140.00	395.99	125.00	353.57	Accept		125.00	353.57
Senior Technical Advisor	20+	105.00	120.00	339.42	115.00	325.28	Accept		115.00	325.28
Technical Advisor	10 to 20	83.00	102.00	288.51	Accept				102.00	288.51
Quality Manager	10 to 20	85.00	85.00	240.42	Accept				85.00	240.42
Senior Engineer	15+	70.00	80.00	226.28	Accept				80.00	226.28
Project Engineer	10 to 15	60.00	71.00	200.83	Accept				71.00	200.83
Design Engineer	5 to 10	50.00	50.00	141.43	Accept				50.00	141.43
Senior Structural Engineer	15+	82.00	82.00	231.94	Accept				82.00	231.94
Structural Engineer	10 to 15	61.34	61.34	173.50	Accept				61.34	173.50
Senior Landscape Architect	15+	50.00	50.00	141.43	Accept				50.00	141.43
Landscape Architect	5 to 15	42.00	42.00	118.80	Accept				42.00	118.80
Engineer-In-Training	1 to 5	32.50	38.50	108.90	Accept				38.50	108.90
Senior Engineer Tech	15+	38.00	61.00	172.54	55.00	155.57	Accept		55.00	155.57
Engineer Tech	5 to 15	32.00	32.00	90.51	Accept				32.00	90.51
Junior Engineer Tech	1 to 5	26.00	26.00	73.54	Accept				26.00	73.54
Senior CADD Operator	15+	37.50	37.50	106.07	Accept				37.50	106.07
CADD Operator	5 to 15	30.00	30.00	84.86	Accept				30.00	84.86
Junior CADD Operator	1 to 5	25.00	25.00	70.71	Accept				25.00	70.71
Senior Geologist	15+	60.00	60.00	169.71	Accept				60.00	169.71
Geologist	5 to 15	45.00	45.00	127.28	Accept				45.00	127.28
Senior Environmental Planner	15+	61.00	75.00	212.14	70.00	198.00	Accept		70.00	198.00
Environmental Planner IV	10 to 15	50.00	56.00	158.40	Accept				56.00	158.40
Environmental Planner III	5 to 10	40.50	40.50	114.56	Accept				40.50	114.56
Environmental Planner I/II	1 to 5	26.00	26.00	73.54	Accept				26.00	73.54
Senior Environmental Specialist	15+	52.50	52.50	148.50	Accept				52.50	148.50
Environmental Specialist	5 to 15	42.00	42.00	118.80	Accept				42.00	118.80
Junior Environmental Specialist	1 to 5	32.00	32.00	90.51	Accept				32.00	90.51
Senior Environmental Scientist	15+	62.00	62.00	175.37	Accept				62.00	175.37
Environmental Scientist IV	10 to 15	50.00	50.00	141.43	Accept				50.00	141.43
Environmental Scientist III	5 to 10	40.00	40.00	113.14	Accept				40.00	113.14
Environmental Scientist I/II	1 to 5	30.00	30.00	84.86	Accept				30.00	84.86
Senior Biologist	15+	61.75	61.75	174.66	Accept				61.75	174.66
Biologist IV	10 to 15	48.00	48.00	135.77	Accept				48.00	135.77
Biologist III	5 to 10	36.00	36.00	101.83	Accept				36.00	101.83
Biologist I/II	1 to 5	28.00	28.00	79.20	Accept				28.00	79.20
Senior Archeologist-Principal Investigator	15+	75.00	75.00	212.14	Accept				75.00	212.14
Archeologist IV	10 to 15	62.50	62.50	176.78	Accept				62.50	176.78
Archeologist III	5 to 10	45.00	45.00	127.28	Accept				45.00	127.28
Archeologist I/II	1 to 5	30.00	30.00	84.86	Accept				30.00	84.86
Field Tech (Environmental, Biological, Archeological)	5 to 15	32.50	32.50	91.93	Accept				32.50	91.93
Senior Historian	15+	65.00	65.00	183.85	Accept				65.00	183.85
Historian IV	10 to 15	60.00	60.00	169.71	Accept				60.00	169.71
Historian III	5 to 10	44.00	44.00	124.46	Accept				44.00	124.46
Historian I/II	1 to 5	32.00	32.00	90.51	Accept				32.00	90.51
Senior Architectural Historian	15+	58.00	58.00	164.05	Accept				58.00	164.05
Architectural Historian	5 to 15	44.50	44.50	125.87	Accept				44.50	125.87
Public Involvement Officer	5 to 15	60.00	60.00	169.71	Accept				60.00	169.71
Senior Public Involvement Specialist	15+	60.00	82.00	231.94	80.00	226.28	Accept		80.00	226.28
Public Involvement Specialist	5 to 15	40.00	40.00	113.14	Accept				40.00	113.14
Junior Public Involvement Specialist	1 to 5	30.00	35.00	99.00	Accept				35.00	99.00
Senior Transportation Planner	15+	76.00	76.00	214.97	Accept				76.00	214.97
Transportation Planner IV	10 to 15	70.00	70.00	198.00	Accept				70.00	198.00
Transportation Planner III	5 to 10	60.00	60.00	169.71	Accept				60.00	169.71
Transportation Planner I/II	1 to 5	40.50	40.50	114.56	Accept				40.50	114.56
Senior Urban Planner	15+	55.00	55.00	155.57	Accept				55.00	155.57
Urban Planner IV	10 to 15	42.00	42.00	118.80	Accept				42.00	118.80
Urban Planner III	5 to 10	37.00	37.00	104.66	Accept				37.00	104.66
Urban Planner I/II	1 to 5	31.50	31.50	89.10	Accept				31.50	89.10
Accounting		40.90	40.90	115.69	Accept				40.90	115.69
Admin/Clerical III		30.00	32.00	90.51	Accept				32.00	90.51
Admin/Clerical I/II		22.00	22.00	62.23	Accept				22.00	62.23
Senior Utility Coordinator	15+	55.00	78.00	220.62	70.00	198.00	Accept		70.00	198.00
Utility Coordinator	10 to 15	41.00	48.00	135.77	Accept				48.00	135.77
3D Modeler		40.00	40.00	113.14	Accept				40.00	113.14
3D Visualization Specialist		58.00	58.00	164.05	Accept				58.00	164.05
Senior Travel Demand Modeler	15+	85.00	85.00	240.42	Accept				85.00	240.42
Travel Demand Modeler III	10 to 15	80.00	80.00	226.28	Accept				80.00	226.28
Travel Demand Modeler II	5 to 10	58.00	58.00	164.05	Accept				58.00	164.05
Travel Demand Modeler I	1 to 5	40.00	40.00	113.14	Accept				40.00	113.14
Senior Traffic Engineer	15+	90.00	90.00	254.57	Accept				90.00	254.57
Traffic Engineer III	10 to 15	80.00	80.00	226.28	Accept				80.00	226.28
Traffic Engineer II	5 to 10	60.00	60.00	169.71	Accept				60.00	169.71
Traffic Engineer in Training	1 to 5	40.00	40.00	113.14	Accept				40.00	113.14
Senior GIS Operator	10 to 15	46.00	70.00	198.00	65.00	183.85	Accept		65.00	183.85
GIS Operator	5 to 10	36.00	36.00	101.83	Accept				36.00	101.83
Senior Project Controller	15+	75.00	75.00	212.14	Accept				75.00	212.14
Project Controller	5 to 15	52.50	52.50	148.50	Accept				52.50	148.50
Senior Scheduler	15+	74.00	74.00	209.31	Accept				74.00	209.31
Scheduler	5 to 10	57.00	57.00	161.23	Accept				57.00	161.23
Senior Economics Task Lead	15+	113.00	113.00	319.62	Accept				113.00	319.62
Senior Economist	10 to 15	91.00	91.00	257.40	Accept				91.00	257.40
Economist	5 to 15	60.00	60.00	169.71	Accept				60.00	169.71
Senior Financial Analyst	15+	92.00	92.00	260.22	Accept				92.00	260.22
Financial Analyst IV	10 to 15	70.50	70.50	199.41	Accept				70.50	199.41
Risk Analyst IV	10 to 15	50.00	50.00	141.43	Accept				50.00	141.43
Web/App Developer		65.00	65.00	183.85	Accept				65.00	183.85
Senior ITS Engineer	15+	90.00	90.00	254.57	Accept				90.00	254.57
ITS Engineer	5 to 10	70.00	70.00	198.00	Accept				70.00	198.00
Senior Geotechnical Engineer	15+	75.00	93.00	263.05	85.00	240.42	Accept		85.00	240.42
Geotechnical Engineer	5 to 10	50.00	50.00	141.43	Accept				50.00	141.43
Construction Manager	15+	67.00	67.00	189.51	Accept				67.00	189.51
Construction Administrator		26.00	26.00	73.54	Accept				26.00	73.54
Chief Inspector	15+	52.00	52.00	147.08	Accept				52.00	147.08
Construction Inspector III	10 to 15	45.00	45.00	127.28	Accept				45.00	127.28
Construction Inspector II	5 to 10	38.00	38.00	107.48	Accept				38.00	107.48
Construction Inspector I	1 to 5	32.00	32.00	90.51	Accept				32.00	90.51
Tolling Operations Leader	15 to 20	100.00	110.00	311.14	Accept				110.00	311.14
Tolling Operations Advisor	10 to 15	85.00	85.00	240.42	Accept				85.00	240.42
Tolling O&M Advisor	10 to 15	68.00	68.00	192.34	Accept				68.00	192.34
Tolling Ops II	5 to 10		48.00	135.77	Accept				48.00	135.77
Asset Management Advisor	10 to 15	100.00	100.00	282.85	Accept				100.00	282.85
Estimating and Scheduling Support 1	5 to 15	43.00	43.00	121.63	Accept				43.00	121.63
Estimating and Scheduling Support 2	15 to 20	63.50	63.50	179.61	Accept				63.50	179.61
Senior Estimator / Constructability	20+	67.00	74.00	209.31	Accept				74.00	209.31
Right of Way Manager	15+	65.00	65.00	183.85	Accept				65.00	183.85
Sr. Real Estate Agent		52.00	52.00	147.08	Accept				52.00	147.08
Right of Way Agent II		42.00	42.00	118.80	Accept				42.00	118.80
Right of Way Technician		30.00	30.00	84.86	Accept				30.00	84.86
			0.00	0.00	Accept				0.00	0.00

FAR Office Overhead Rate:	148.91%	148.91%	148.91%	148.91%
Profit Rate:	12.00%	12.00%	12.00%	12.00%

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2023-09

RESOLUTION 2023-09 – CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 3 TO WORK AUTHORIZATION NUMBER 2 FOR A NO-COST TIME EXTENSION WITH BLANTON & ASSOCIATES FOR ENGINEERING SUPPORT OF THE IBTC

THIS RESOLUTION is adopted this 28th day of February 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed \$702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization No. 2 in the amount of \$702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of \$66,168.15; and

WHEREAS, on October 27, 2020 the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$66,168.15 for due Work Authorization No. 7; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of \$400,103.66; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-09 – Consideration and Approval of Work Authorization 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$14,706.32; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-20 for Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of \$197,254.90.

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-54 – Consideration and Approval of Work Authorization Number 2 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for Environmental Services on the IBTC Project; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-55 – Consideration and Approval of Work Authorization Number 6 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for engineering support of the archaeological mitigation plans for IBTC Project environmental clearance; and

WHEREAS, on December 13, 2022 the Authority approved Resolution 2022-67 – Consideration and Approval of Work Authorization Number 3 Supplemental Number 2 with Blanton & Associates, Inc. for final reconciliation and closure out of Work Authorization Number 3; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-09 – Consideration and Approval of Work Authorization Number 2 Supplemental Number 3 with Blanton & Associates, Inc., for a no cost time extension to terminate on December 31, 2023 for Environmental Services on the IBTC Project; and

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 2 Supplemental Number 3 with Blanton & Associates, Inc. for conducting Professional Environmental Services; and,
- Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 2, Supplemental Agreement 3 to the Professional Services Agreement of the IBTC Project, hereby approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of February 2023, at which meeting a quorum was present.


S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization Number 2 Supplemental Number 3
to the Professional Services Agreement with
Blanton & Associates, Inc. for
Environmental Services for the
IBTC Project

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO WORK AUTHORIZATION NO. 2
FOR ENVIRONMENTAL CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Environmental Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc., a wholly owned subsidiary of ICF Jones & Stokes, Inc. (the Consultant).

The following terms and conditions of Work Authorization No. 2 are hereby amended as follows:

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2023, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 2 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez

Name: Janis Childers

Title: Executive Director

Title: Program Operations

Hidalgo County Regional Mobility Authority

Blanton & Associates, Inc.

Date: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2023-10

RESOLUTION 2023-10 – CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 3 TO WORK AUTHORIZATION NUMBER 6 FOR A NO-COST TIME EXTENSION WITH BLANTON & ASSOCIATES FOR ENGINEERING SUPPORT OF THE ARCHAEOLOGICAL MITIGATION PLANS FOR IBTC PROJECT ENVIRONMENTAL CLEARANCE

THIS RESOLUTION is adopted this 28th day of February 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed \$702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization

No. 2 in the amount of \$702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of \$66,168.15; and

WHEREAS, on October 27, 2020 the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$66,168.15 for due Work Authorization No. 7; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of \$400,103.66; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-09 – Consideration and Approval of Work Authorization 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$14,706.32; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-20 for Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of \$197,254.90.

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-54 – Consideration and Approval of Work Authorization Number 2 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for Environmental Services on the IBTC Project; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-55 – Consideration and Approval of Work Authorization Number 6 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for engineering support of the archaeological mitigation plans for IBTC Project environmental clearance; and


WHEREAS, on December 13, 2022 the Authority approved Resolution 2022-67 – Consideration and Approval of Work Authorization Number 3 Supplemental Number 2 with Blanton & Associates, Inc. for final reconciliation and closure out of Work Authorization Number 3; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-10 – Consideration and Approval of Work Authorization Number 6 Supplemental Number 3 with Blanton & Associates, Inc., for a no cost time extension to terminate on December 31, 2023 for engineering support of the Archaeological Mitigation Plans for IBTC Project Environmental Clearance; and

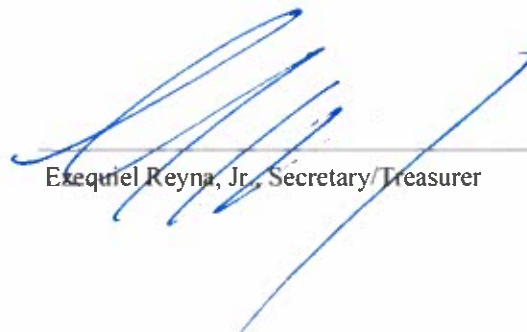
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 6 Supplemental Number 3 with Blanton & Associates, Inc. for conducting Professional Environmental Services for IBTC Project for a no cost time extension to terminate on December 31, 2023 for engineering support of the Archaeological Mitigation Plans; and,
- Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 6, Supplemental Agreement 3 to the Professional Services Agreement of the IBTC Project, hereby approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of February 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Exequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization Number 6 Supplemental Number 3
to the Professional Services Agreement with
Blanton & Associates, Inc. for
Environmental Services for the
IBTC Project

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO WORK AUTHORIZATION NO. 6
FOR ENVIRONMENTAL CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Environmental Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc., a wholly owned subsidiary of ICF Jones & Stokes, Inc. (the Consultant).

The following terms and conditions of Work Authorization No. 6 are hereby amended as follows:

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2023, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 6 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez

Name: Janis Childers

Title: Executive Director

Title: Program Operations

Hidalgo County Regional Mobility Authority

Blanton & Associates, Inc.

Date: _____

Date: _____

Resolution 2023-11

No Action

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-11

**APPROVAL OF A FEE SCHEDULE FOR ACCESS,
UTILITY AND DEVELOPMENT REVIEW BY THE
HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY**

THIS RESOLUTION is adopted this 28th day of February 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on the Authority staff routinely review engineering plans for driveways, utility alignments and proposed site developments that front or access rights of ways owned by the Authority; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-11 approving a Fee Schedule for review of driveway access, utility alignments and proposed development site plans along rights of way owned by the Authority hereto attached as Exhibit A.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Resolution 2023-11 – Approval of a Fee Schedule for Access, Utility and Development Review, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director assess the fees authorized by the Board for Access, Utility and Development review.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of February 2023, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary, Treasurer

No Action

EXHIBIT A

FEE SCHEDULE

ACCESS, UTILITY AND DEVELOPMENT REVIEW

THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

No Action

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2023 – 12

SELECTION OF BEST VALUE PROPOSAL FOR 365 TOLLWAY
TOLL COLLECTION SYSTEM INSTALLATION, INTEGRATION
AND MAINTENANCE CONTRACTOR

THIS RESOLUTION is adopted this 14th day of March, 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the “Commission”) created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the “County”); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the “State”), local governments, and the traveling public and would improve the State’s transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the “Project”); and

WHEREAS, the Authority issued a competitive, best value procurement for RFP 2022-02: Toll Collection System Installation, Integration, and Maintenance for the Project (the “RFP”); and

WHEREAS, the Authority received five responses to the RFP, including responses from: A-to-Be USA, LLC (A-to-Be by Brisa), ETC (a Quarterhill Company), Kapsch (Kapsch Group), SICE (Sociedad Iberica de Construcciones Electricas, SA), and TransCore (a wholly owned subsidiary of ST Engineering); and

WHEREAS, all five respondents were determined to be qualified; and

WHEREAS, after review of proposals, technical scores were assigned; then oral interviews were conducted; and finally, cost proposals were opened, reviewed for compliance and assigned a score; and

WHEREAS, the evaluation committee reviewed and ranked the responses as follows:

1. SICE
2. TransCore
3. Kapsch

4. A-to-Be
5. ETC

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.


Section 2. The Board hereby selects SICE (Sociedad Iberica de Construcciones Electricas, SA) as the best value proposer for the RFP (the "Selected Contractor").

Section 3. The Board authorizes the Executive Director to enter into contract negotiations with the Selected Contractor.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 14th day of March, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

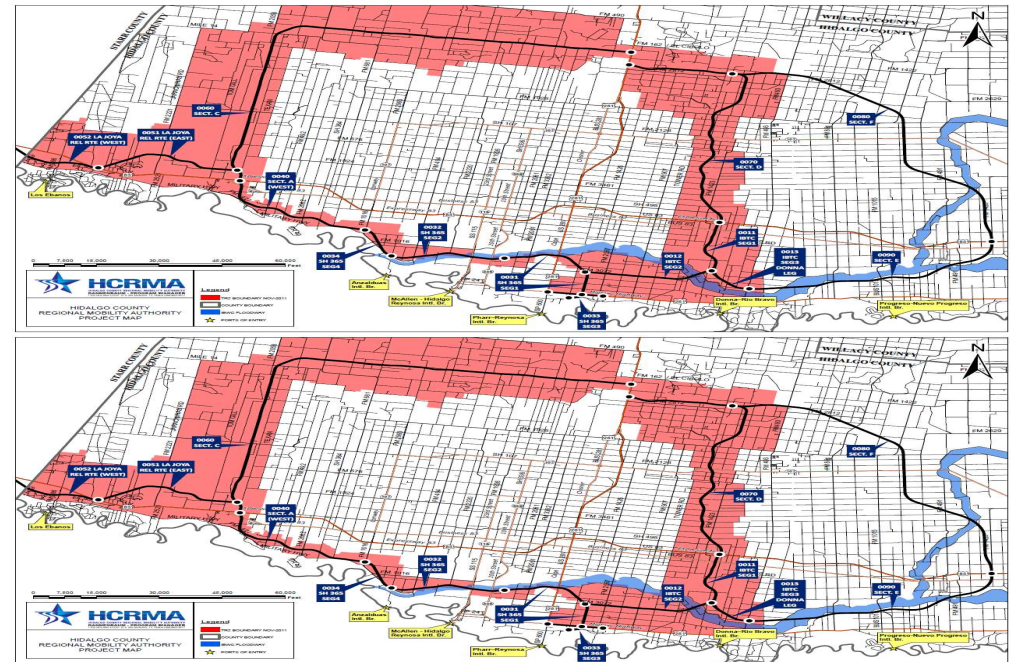
*365 Toll Collection System Procurement – Recommendations
to Board*

*Presentation by HCRMA General Engineering Consultant
(GEC), HDR Engineering, Inc.*



Overview

- 365 Toll Project – Toll System Integrator
- RFP 2022-002: Toll Collection System Installation, Integration, and Maintenance
- Toll System Integrator Services:
 - Phase I: Implementation
 - Scope: design, development, installation, testing, training, integration, and implementation of the Toll Collection System.
 - Phase II: Maintenance
 - Scope: operating and maintaining the toll equipment and systems, creating toll transactions to send to back office for revenue collection.



Evaluation Committee:

- Pilar Rodriguez, P.E. Executive Director
- Ramon Navarro, IV, P.E., CFM Chief Construction Eng.
- Celia Gaona, CIA, Chief Auditor/Compliance Officer
- Andrew Cadmus, P.E. HDR Engineering, Inc., GEC
- Navdeep Virk, HDR Engineering, Inc., GEC

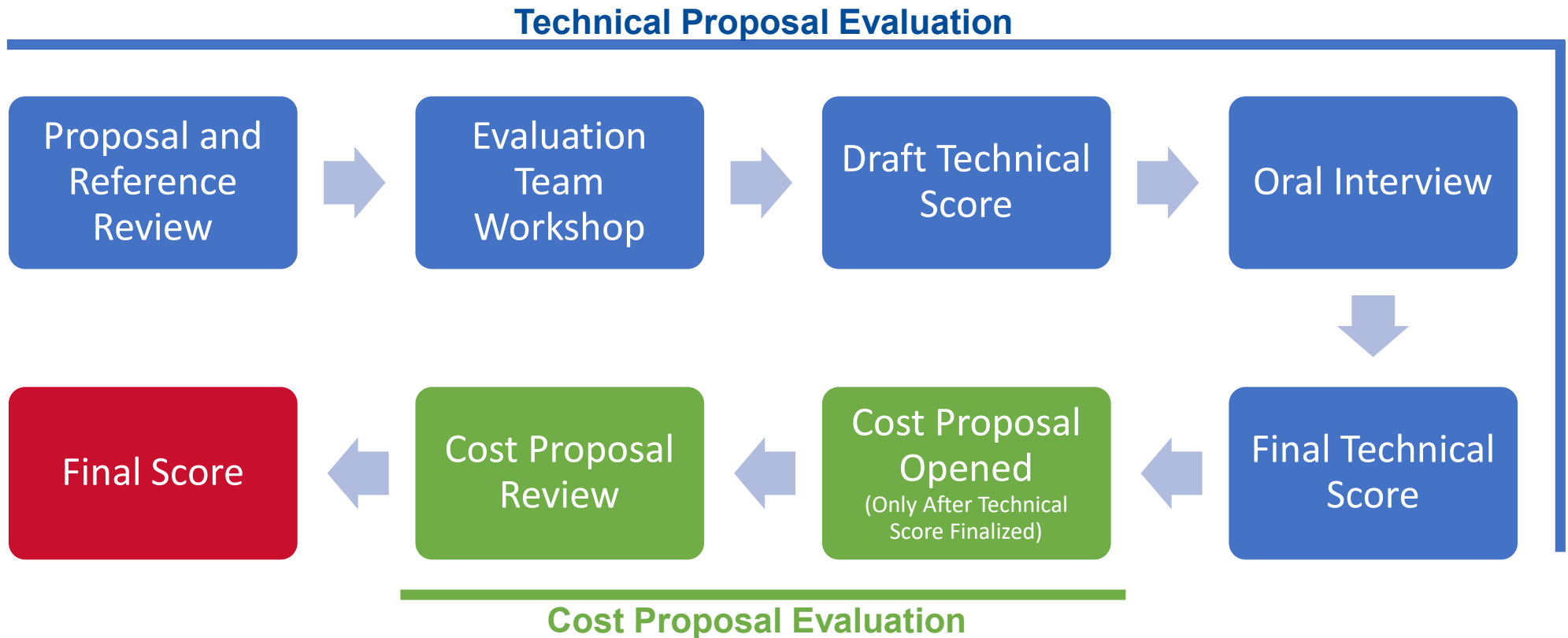
Proposal Criteria

- **Each Proposer was required to provide:**
 - **Technical Proposal:**
 - Company overview, organization, key personnel, technical solution
 - **Cost Proposal:**
 - Design and installation of equipment and software
 - Maintenance and operations for 5 years
 - **Supporting Documentation:**
 - References, Financial Statements, & Certifications
- **Scoring**
 - Technical: 600 Points
 - Cost: 400 Points

Evaluation Criteria	Points
Company Experience, References, Project Organization	150
Company Overview	10
Experience/Qualifications/References	35
Project Organization	20
Key Personnel	25
Technical Approach & Innovation Overview	60
Technical Response Guide	450
Design	315
Testing	60
Operations & Maintenance	60
DBE, MBE, HUD Participation	15
Cost Proposal	400
Total	1,000

Proposal Scoring Process

Costs were not opened until after technical scores were finalized



Results

Excellent response to RFP with 5 proposers

Rank	Company	Cost	Final Score (Technical & Cost)
1	SICE	\$13,980,669	905
2	TransCore	\$23,493,849	838
3	Kapsch	\$14,897,725	811
4	A-to-Be	\$19,370,373	763
5	ETC	\$31,896,327	738

Results – SICE's Cost Proposal

Lowest cost, but found to be complete and competitive

Within 6% of the engineer's independent estimate and one other proposer

Evaluation committee sought additional clarifications from proposer:

- Detailed breakdown of hardware/software costs proposed:
 - SICE's responses provided confidence that all necessary items were included
- System redundancy:
 - SICE's approach to redundancy met requirements
- Feasibility of technical delivery approach:
 - SICE's responses to questions confirmed feasibility of delivery

Recommendation

- The Evaluation Committee recommends award of the 365 Toll Collection System Installation, Integration and Maintenance (RFP # 2022-002) to SICE Inc.
- **SICE’s Technical Proposal:**
 - Compliant with requirements
 - Robust proposed design
 - Highly qualified team
 - Good references: company and key team members
 - Committed four dedicated local maintenance personnel
 - Technical experience with RMA’s and Texas back-office providers
- **SICE’s Cost Proposal:**
 - Lowest bidder
 - 6% lower than independent estimate (developed by HDR prior to opening bids)
 - Determined complete through clarifications and receipt of detail

Based on the combination of the Technical and Cost proposals, the evaluation committee recommends award to SICE as the Best Value for this procurement.



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-13

RESOLUTION 2023-13 – APPROVAL OF SUPPLEMENTAL NUMBER 3 TO WORK AUTHORIZATION 3 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING TO PROVIDE TOLL SYSTEM INTEGRATOR PROCUREMENT SUPPORT AND AN UPDATE OF THE MAINTENANCE & OPERATION FINANCIAL MODEL FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 14th day of March 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to work authorization number 4 to \$85,846.48 with HDR Engineering, Inc.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of \$289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project.

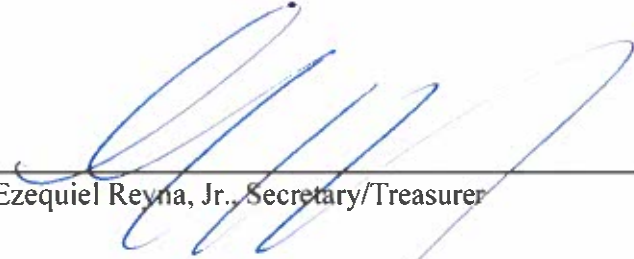
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Resolution 2023-13 – Approval of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Supplemental Number 3 to Work Authorization 3 to the Professional Services Agreement with HDR.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 14th day of March 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 3 TO WORK
AUTHORIZATION 3
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO WORK AUTHORIZATION NO. 3
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

The following terms and conditions of Work Authorization No. 3 are hereby amended as follows:

PART II. The maximum amount payable under this Supplemental Agreement is **\$289,198.08** and the method of payment is **lump sum** as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in attachment E, Fee Schedule of the Agreement and the GEC's estimated Supplemental Agreement costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Supplemental Agreement.

PART IV. This Supplemental Agreement shall become effective on the date of final acceptance of the parties hereto and shall terminate on **08/31/2023**, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 3 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)
David C. Weston

(Printed Name)

Vice President

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)

Executive Director

(Title)

(Date)

LIST OF EXHIBITS

Exhibit B	Services to be provided by the GEC
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget

EXHIBIT B
SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT

The below scope contains scope elements previously approved in grey, and new scope in black.

1. General

The purpose of this work authorization is for the GEC to assist the Hidalgo County Regional Mobility Authority (HCRMA) (hereinafter referred to as the “Authority”) in:

- Tolling TMS Assessment,
- Toll Integrator Procurement.

Any Authority approved substantial design revisions that are required to update the 365 Toll traffic management system (TMS) to an updated technology is outside the limit of this scope, and it will require an additional supplemental and scope.

1.1. 365 Tolling Assessment

The GEC will provide the Authority support in their effort to provide recommendations on the tolling system components by the following scoping efforts:

- High Level Document Review that includes:
 - Volumes 4-9 of the previously submitted RFP
 - i. Review will include identifying any impact to volumes 1-3 of RFP
 - Review of all remaining volumes of the RFP including 0-3, 10-16, and Attachments 1 through 5.
 - Tolling TMS specific plan review
 - System integration requirements
 - Back office operations requirements
 - Coordinate with CTRMA and CCRMA to discuss back office alternatives
 - 2 Comment Review Workshops
 - Final Procurement Document Submittal
 - Comments will be provided in spreadsheet format
- Alternatives Assessment
 - Workshop to discuss alternatives with HCRMA to brainstorm alternatives for delivery/contract elements
 - Provide recommendations on any up-to-date technology that may be implemented on the corridor
 - Update Tolling TMS Estimate
 - i. Roadside System Cost
 - ii. Roadside Maintenance and Operations
 - iii. Back Office Operations
 - Develop a high-level cost/benefit analysis of any recommendations that are provided, (comparing base case to two alternatives for each) including

EXHIBIT B
SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT

- i. Back office operations
- ii. Toll systems and technology alternatives
- o Develop a memo on toll system vendor backgrounds
- o Provide a PowerPoint training on reporting and reconciliation for HCRMA staff
- o Any written deliverable will be in memo format and include a draft and final version

1.2. Tolling Integrator Procurement

The GEC will provide support for selection of a toll system integrator which will consist of the following scoping efforts:

- Assisting with responding to and integrating previously received RFI's related to GEC updates to the RFP (Volumes 4-9)
- Assisting with responding to and integrating previously received RFI's related to GEC updates to the RFP (Volumes 0-3, 10-16, and 5 attachments) of the RFP approved prior to receiving bids.
- Incorporate additional requirements for an Over Size/Over weight Permit System into the RFP.
- Generate requirement trace matrix document from volumes 4-9 of RFP to be approved prior to receiving bids.
- Generate requirement trace matrix document from volumes 0-3, 10-16, and 5 attachments of RFP to be approved prior to receiving bids.
- Integrate Addenda into RFP Volumes 4-9
- Integrate Addenda into RFP Volumes 0-3, 10-16, and 5 attachments
- Review and Update Procurement Documents excluding contract
- Evaluate up to 5 vendor proposals and qualifications
 - o Level of review will be proportional to number of proposals received, and not to exceed budgeted hours
 - o Reviews will not include a compliance check list
 - o Estimate reviews will be limited to the Tolling TMS
- Evaluate one additional vendor proposals and qualifications
- Issue second addendum
- Answer additional questions from vendors
- Include a compliance review of up to 5 proposals
- Review additional forms required to be submitted with vendor proposals
- Provide six subject matter experts
- Prepare and lead a workshop to walk-through the proposal for team evaluation
- Host up to 5 interviews with vendors including
 - o In-person interviews for 2 people
- Preparation of presentation to the board with recommendations/findings
- Expand review to include the entire proposal in addition to the TMS (beyond just the technical response guide), to include:
 - o Resumes

EXHIBIT B
SERVICES TO BE PROVIDED BY THE GENERAL ENGINEERING CONSULTANT

- References (call references)
- Organization and management approach
- Assist with Bidder Recommendation Letter

2. FINANCIAL MODEL UPDATE

As part of Phase 1, HDR will update the financial model created by HCRMA that forecasts cash flows. This is an essential part of the project development and planning process to evaluate ongoing operation of the facility and projecting costs and net revenues. The scope includes:

- Coordination with HCRMA
- Review both models, understand inputs, outputs, and calculations
- Developing a combined model
- Placing the new model in FAST format
 - The fast format is an excel standard that allows anyone trained in these standards to pick up the model and work with it. The format is incredibly transparent in calculations and can run alternative scenarios easily
 - Re-design Combined Model and put into FAST format
 - Test new model to replicate results of old model
 - QC review of Combined Model, address QC comments
- Update Model Assumptions/Forecast
 - Identify model assumptions/inputs/forecasts that could be updated
 - Coordination with client to get inputs, incorporate updated inputs
- Finalize the Model
 - Internal QC review of finalized draft model, address QC comments
 - Submit draft model for client review, incorporate client comments, finalize model

Project costs have been provided by the HCRMA through the existing financial model supplied by them; therefore, all project cost inputs are provided and owned by the HCRMA. HDR is not liable for discrepancies between the forecasted project costs from the model and actual project costs incurred.

3. Services not included in this scope:

- Special provision development
- Substantial re-write of the procurement documents
- RFI's regarding requirements updated/added by GEC
- Development of Signed and Sealed Plans
- Conformed set of RFP documents

EXHIBIT C
WORK SCHEDULE

- *Financial Model:* 6 months after NTP

EXHIBIT D FEE SCHEDULE/BUDGE

Prime Provider: HDR Engineering, Inc.
 Subconsultant: N/A
 Work Authorization: 03

Legend: recurring every X months = ~Xmos

Labor Categories	Sam	Meroni	Leghart	Ng	Murphy	Navdeep	Cadmus	Ujval	Henley-Thomas	Hatem	Solis	Total Task Hours	Line Item Fee
	Project Manager	Deputy Project Manager	Sr. Technical Advisor	Tolling O&M Advisor	Admin Clerical III	Tolling Operations Leader	Tolling Operations Leader	Tolling Ops II	Financial Analyst IV	Economist	Senior Economist Task Lead		
Negotiated Rate	\$257.40	\$353.57	\$325.28	\$192.34	\$90.51	\$311.14	\$311.14	\$135.77	\$199.41	\$169.71	\$319.62		
DESCRIPTION OF TASKS/DETAILS													
1 - Traffic Management System Support	Previously Approved												
1.1 365 Tolling Assessment													
RFP Document Review Volumes 4-9													
Additional Project Management													
RFP Document Review Volumes 0-3, 10-16, attachments													
Incorporate an Oversize and Overweight Permit System													
Tolling TMS specific Plan Review													
System Integration Plan/Reqs													
Back Office Operations Plans/Reqs													
Coordination with CTRMA & CCRMA													
Review Workshop Review#1													
Update From Workshop Review#1													
Review Workshop Review #2													
Update From Workshop Review#2													
Final Procurement Document Submittal													
Alternative Assessment													
Workshop to Discuss Alternatives													
Technology Update Recommendations													
Updated Tolling Estimate													
High Level C/B Analysis													
Develop a memo on toll system vendor backgrounds													
Provide a PPT training on reporting/reconciliation													
1.2 Tolling Integrator Procurement													
Assist RFI Responses													
Assist with RFI responses additional volumes													
Generate requirements traceability matrix													
Generate requirements traceability matrix additional volumes													
Integrate Addenda into RFP													
Integrate Addenda into RFP additional volumes													
Review Vendor Proposals and Qualifications													
Evaluate one additional vendor proposals and qualifications													
Issue second addendum						16	6	20				42	\$9,560.48
Answer additional questions from vendors			6	6		8	4	16				40	\$9,011.72
Include a compliance review of proposals					16	12	4			8		40	\$7,784.08
Review additional forms required to be submitted					16	4						20	\$2,692.72
Provide six SMEs on the evaluation committee	8		8	8		80	80	70				254	\$65,486.46
Preparation of presentation to the board with recommendations	8		8	8		20	20	20				84	\$21,361.16
Host up to 5 interviews with vendors	18		30	30		36	36	12				162	\$44,193.12
Preparation of presentation to the board with recommendations			4	4		12	12	20				52	\$12,253.24
Expand review of proposals beyond TMS			32	32		25	20	50				159	\$37,353.64
Assist w/Bidder Rec Letter	Previously Approved												
1.3 Financial Modeling													
Coordination with CTRMA & CCRMA							20		20	20		60	\$13,605.20
Initial Model Review							16		20	45		81	\$16,603.39
Develop Combined Model									8	21		29	\$5,159.19
Put into FAST Format									20	60	8	88	\$16,727.76
Update Model Assumptions/Forecasts							12		8	30		50	\$10,420.26
Finalize Model							16		4	30	4	54	\$12,145.66
Labor Hours Total	34	0	88	88	32	213	246	208	80	214	12	1215	hours check 1215
Labor Cost Total	\$8,751.60	\$0.00	\$28,624.64	\$16,925.92	\$2,896.32	\$66,272.82	\$76,540.44	\$28,240.16	\$15,952.80	\$36,317.94	\$3,835.44	\$284,358.08	cost check \$284,358.08
% Staff Distribution	3%	0%	7%	7%	3%	18%	20%	17%	7%	18%	1%		fee check \$289,198.08

Total Labor \$284,358.08
 ODE \$4,840.00
Total Fee \$289,198.08



- CMT Services
- Environmental
- Engineering **HDR Engineering, Inc.**
- Geo-Technical
- Surveying

WORK AUTHORIZATION SUMMARY

RESOLUTION 2023-13

Work Authorization # 3 Supplemental # 3

Amount \$ 289,198.08

Resolution No.	Description	Amount
2020-32	WA No. 1-Amended & Restated	\$ 301,579.58
2020-33	WA No. 2-Construction Contract Letting Support	\$ 125,723.03
2020-35	SA 1 to WA No. 2-Construction Contract Letting	\$ 93,284.63
2020-36	WA No. 3-365 Toll Integration Contract Letting	\$ 299,785.36
2021-21	WA 4 IBTC Final Schematic Environmental	\$ 197,746.02
	Subtotal from Cont. Page	\$ 1,928,087.61
	Total Approved WA	\$ 2,946,206.23
Proposed Work Authorization and/or Supplemental		
2023-13	SA 3 WA No. 3 - TSI Procurement Support	\$ 289,198.08

Goals and Options:

Approval of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering to provide Toll System Integrator procurement support and an update of the on Financial Model for the 365 Tollway Project.

Staff is recommending approval of this request in the amount of \$ 289,198.08
Proposed total approved WA and/or Supplementals \$ 3,235,404.31

R. Navarro IV, Cons Eng
Requested By:

Resolution No.	Description	Amount
2021-51	WA 5 Support Wetland Mitigation Site	\$ 310,039.40
2021-74	WA No. 6 - 365 Toll VE -Change Proposal	\$ 79,429.57
2022-02	WA No. 1 Supplemental 1 No Cost Time Ext.	\$ 0.00
2022-03	WA No. 2 Supplemental 2 No Cost Time Ext.	\$ 0.00
2022-04	WA No. 3 Supplemental 1 No Cost Time Ext.	\$ 0.00
2022-11	WA No. 7 365 Toll VECF Design QA	\$ 119,970.68
2022-22	WA No. 8 Const. Mgt. Support 365 Toll Project	\$ 1,244,594.55
2022-50	WA No. 2 Supplemental 4	\$ 0.00
2022-51	WA No. 3 Supplemental 2	\$ 88,206.93
2022-52	WA No. 4 Supplemental 1	\$ 85,846.48
2022-65	WA 5 Supplemental 1 No Cost Time Ext.	\$ 0.00
2022-66	WA 7 Supplemental 1 No Cost Time Ext.	\$ 0.00

Subtotal \$ 1,928,087.61

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023-14

APPROVAL OF FISCAL YEAR 2022 FINANCIAL STATEMENT AND INDEPENDENT
AUDITORS REPORT

THIS RESOLUTION is adopted this 3rd day of May, 2023, by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is required to report to the Texas Department of Transportation the annual financial statement and independent auditors report pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority’s 2022 fiscal year commenced on January 1, 2022 and ended on December 31, 2022; and

WHEREAS, the Board accepts the Fiscal Year 2022 Financial Statement and Independent Auditors Report prepared by Burton McCumber & Longoria, LLP;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

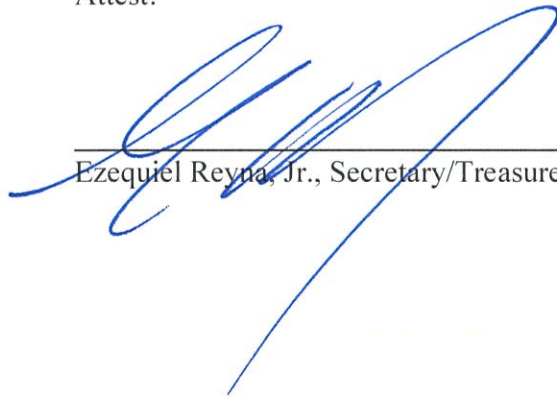
- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board accepts the Fiscal Year 2022 Financial Statement and Independent Auditors Report, hereto attached as Exhibit A.

Passed and Approved as to be effective immediately this 3rd day of May, 2023, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.



S. David Deanda, Jr., Chairman

Attest:



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

FINANCIAL STATEMENT AND INDEPENDENT AUDITORS REPORT
FOR
FISCAL YEAR 2022

AUDITED ANNUAL FINANCIAL REPORT



Tierra Del Sol Golf Course

FOR THE FISCAL YEAR ENDED
DECEMBER 31, 2022



Municipal Library



Hidalgo County Regional Mobility Authority

BOARD OF DIRECTORS

S. David Deanda, Jr. - Chairman

Forrest Runnels
Alonzo Cantu
Francisco “Frank” Pardo

Ezequiel Reyna, Jr.
Juan Carlos Del Angel
Joaquin Spamer

EXECUTIVE DIRECTOR

Pilar Rodriguez, P.E.

CHIEF FINANCIAL OFFICER

Ascencion Alonzo

Audited Annual Financial Report

For the Year Ended
December 31, 2022

Hidalgo County Regional Mobility Authority

AUDITED ANNUAL FINANCIAL REPORT YEAR ENDED DECEMBER 31, 2022

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FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

The Right Choice.

BML

Burton
McCumber
& Longoria, LLP
CPAs & Advisors

McAllen • Brownsville

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Hidalgo County Regional Mobility Authority

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the business-type activities of Hidalgo County Regional Mobility Authority (the Authority), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Authority, as of December 31, 2022, and the respective changes in financial position, and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

Change in Accounting Principle

As described in Note I.O and Note II.G to the financial statements, in 2022, the Authority adopted new accounting guidance, GASB Statement No. 87, *Leases*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 9–12 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 27, 2023, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Brenton McClure & Lougo, L.L.P.

McAllen, Texas
April 27, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

As management of the Hidalgo County Regional Mobility Authority (the Authority), we offer readers of the Authority's financial statements this narrative overview and analysis of the financial activities of the Authority for the year ended December 31, 2022.

FINANCIAL HIGHLIGHTS

- The Authority's net position grew by nearly \$32.1 million or 60%. This growth is mainly due to \$36.8M increase in capital grants and the continued growth of overweight permits, and conservative administrative operational costs
- Capital assets (net of depreciation) increased by \$68.9M.
- Capital grant revenue from the federal government totaled \$36.8M.

OVERVIEW OF THE FINANCIAL STATEMENTS

The financial section of this annual report consists of three parts: management's discussion and analysis (this section), the basic financial statements, and the notes to the financial statements.

The financial statements provide both long-term and short-term information about the Authority's overall financial status. The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data.

The Authority's financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to governmental units on an accrual basis. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, and depreciation of assets is recognized in the statements of revenues, expenses, and changes in net position. All assets and liabilities associated with the operation of the Authority are included in the statement of net position.

FINANCIAL ANALYSIS OF THE AUTHORITY

Net position may serve over time as a useful indicator of the Authority's financial position. In the case of the Authority, assets and deferred outflows of resources exceeded liabilities by roughly \$87.1 million at the close of the year ended December 31, 2022.

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

The Authority's condensed Statement of Net Position along with last year's balances are presented for comparison in the following table:

Authority's Net Position		
Table 1 - Dollars in Millions		
	2022	2021
Assets		
Current and other assets	\$ 192.0	\$ 16.0
Capital assets	199.1	130.2
Total assets	391.1	146.2
Deferred outflows of resources	2.1	4.1
Liabilities		
Other liabilities	4.2	2.9
Long-term liabilities	302.1	92.4
Total liabilities	306.3	95.3
Net Position		
Net invested in capital assets, net of related debt	11.2	44.5
Restricted	139.7	11.3
Unrestricted	(63.8)	(0.8)
Total net position	\$ 87.1	\$ 55.0

By far the largest portion of the Authority's net position (\$87.1 million) is reflected in its net investment in capital assets, mainly in construction in progress, less any related debt used to acquire those assets that is still outstanding. The Authority will use these capital assets to provide services to users; consequently, these assets are not available for future spending. Although the Authority's investments in its capital assets are reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

Restricted net position represents resources for debt service that are subject to bond covenants totaling \$24,257,465 and bond proceeds restricted to be used for projects totaling \$115,436,721. Unrestricted net position had a deficit of \$63,760,257.

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

The Authority's condensed Changes in Net Position along with last year's numbers are presented for comparison in the table below.

Authority's Changes in Net Position		
Table 2 - Dollars in Millions		
	2022	2021
Operating revenues		
Charges for services	\$ 8.0	\$ 8.0
	8.0	8.0
Operating expenses	1.5	1.4
Operating income	6.5	6.6
Non-operating revenues (expenses)	25.6	(4.6)
Change in net position	32.1	2.0
Net position - beginning	55.0	53.0
Net position - ending	\$ 87.1	\$ 55.0

Authority's net position increased by nearly \$32.1 million, mainly due to an increase in Intergovernmental revenues.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The Authority's capital assets (net of accumulated depreciation) amount to \$199.1 million. This investment in capital assets includes construction in progress as well as land, leasehold improvements, infrastructure, and office equipment. The total increase in the Authority's capital assets for the current year was \$68.9M or 50%. The details of the change in capital assets from last year are reflected in the table below.

Authority's Capital Assets		
(Net of Depreciation)		
Table 3- Dollars in thousands		
	2022	2021
Leasehold improvements	\$ 273	\$ 205
Office equipment	23	29
Land	1,356	1,356
Right to use-Building	230	-
Infrastructure	2,808	2,909
Construction in progress	194,422	125,736
	\$ 199,111	\$ 130,235

Additional information on the Authority's capital assets can be found in the Notes to the Financial Statements in this report under section II, subsection C-Capital Assets.

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A)

Long-Term Obligations

At the end of the current year, the Authority had total contractually obligated long-term debt of \$287.0 million (not including unamortized premium activity). The details of the change in debt from last year are as indicated:

Authority's Long-Term Obligations		
Table 4 - Dollars in thousands		
(not including unamortized activity)		
	<u>2022</u>	<u>2021</u>
Bonds	<u>\$ 287,052</u>	<u>\$ 93,243</u>
	<u><u>\$ 287,052</u></u>	<u><u>\$ 93,243</u></u>

The net increase in long-term debt was \$193M, which consisted of the issuance of \$152M from Series 2022A Senior Lien Toll and Vehicle Registration Fee Revenue Bonds and \$64M from Series 2022B Junior Lien and Vehicle Registration Fee Revenue and Refunding Bonds.

ECONOMIC FACTORS AND NEXT YEAR

- The continued growth of vehicle registration fees is expected.
- The continued growth of overweight permit fees usage is expected.
- Continued partnership with Texas Department of Transportation is expected.
- In February 2022, the Authority issued Senior Lien Toll and Vehicle Registration Fee Revenue Bonds, Series 2022A and 2020B in the amounts of \$151,650,345 and \$63,884,707, respectively. Proceeds from the issuance of these bonds will be utilized on the 365 Toll Road project and to retire the Texas Department of Transportation State Infrastructure Bank loan.

All these factors were considered in preparing the Authority's budget for the year 2023.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Authority's finances for all those with an interest in the Authority's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to Hidalgo County Regional Mobility Authority, 203 W. Newcombe Ave., Pharr, TX 78577.

BASIC FINANCIAL STATEMENTS

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF NET POSITION
DECEMBER 31, 2022

ASSETS

Current assets:	
Cash and cash equivalents	\$ 35,920,806
Cash with fiscal agent	84,657
Investments	1,699,281
Accrued interest	5,120
Receivables (net of allowance for uncollectible):	
Vehicle registration fees receivable	497,600
Overweight permit fee receivable	14,083
Due from governmental agencies	11,011,199
Prepaid expense	51,472
Restricted assets:	
Cash and cash equivalents	50,363,846
Investments	91,862,747
Accrued interest	497,903
Total current assets	192,008,714
Noncurrent assets:	
Prepaid bond insurance	286,863
Capital assets:	
Land	1,356,039
Leasehold improvements	388,932
Office equipment	40,946
Right-to-use asset - building	437,340
Infrastructure roads	3,010,637
Construction in progress (nondepreciable)	194,421,544
Accumulated depreciation	(336,371)
Accumulated amortization	(207,737)
Total capital assets	199,111,330
Total noncurrent assets	199,398,193
Deferred Outflow of Resources:	
Deferred charges on refunding	2,051,016
Total deferred outflows	2,051,016
Total assets and deferred outflow of resources	\$ 393,457,923

LIABILITIES

Current liabilities payable not from restricted assets:	
Accounts payable	\$ 247,931
Accrued wages	26,280
Lease payable	252,571
Current portion of long-term debt	2,826,733
Unearned revenue	84,657
Current liabilities payable from restricted assets:	
Accounts payable	476,821
Accrued interest payable	313,489
Total current liabilities payable	4,228,482
Noncurrent liabilities:	
Long-term debt (net of current portion)	302,100,547
Total noncurrent liabilities	302,100,547
Total liabilities	306,329,029

NET POSITION

Net invested in capital assets	11,194,965
Restricted for:	
Debt service	24,257,465
Capital projects	115,436,721
Unrestricted	(63,760,257)
Total net position	87,128,894
Total liabilities and net position	\$ 393,457,923

The notes to the financial statements are an integral part of this financial statement.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE YEAR ENDED DECEMBER 31, 2022

Operating revenues:	
Charges for sales and services:	
Vehicle registration fees	\$ 6,853,410
Overweight permit fees	1,109,808
	7,963,218
Total operating revenues	
	7,963,218
Operating expenses:	
Personnel services	800,882
Supplies	45,873
Other services and charges	480,983
Depreciation and amortization expense	186,178
	1,513,916
Total operating expenses	
	1,513,916
Operating income	
	6,449,302
Non-operating revenues (expenses):	
Miscellaneous	430
Investment earnings-unrestricted	509,101
Investment earnings-restricted	2,296,026
Intergovernmental - grant	36,828,152
Intergovernmental - cities contributions	80,000
Interest expense and principal accretion - SIB loan	(88,640)
Interest expense and principal accretion - Series 2022A & 2022B Bonds	(3,822,259)
Interest expense/fees - bonds	(5,827,717)
Issuance cost	(2,822,890)
Interest expense - amortization bond premiums/deferred charges on refunding	(1,515,991)
	25,636,212
Total non-operating revenues (expenses)	
	25,636,212
Change in net position	
	32,085,514
Total net position - beginning, as perviously reported	
	55,064,664
Prior period adjustment	
	(21,284)
	55,043,380
Total net position - beginning, as restated	
	55,043,380
Total net position - ending	
	\$ 87,128,894

The notes to the financial statements are an integral part of this financial statement.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from vehicle registrations, overweight permit fees, and other	\$ 7,945,862
Payments to employees	(774,602)
Payments to suppliers	(45,873)
Payments for contractual services	(412,235)
Net cash provided by operating activities	<u>6,713,152</u>
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES	
Proceeds from other governmental entities	<u>80,000</u>
Net cash provided by noncapital financing activities	<u>80,000</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Payments related to acquisition and construction of capital	(68,435,953)
Bond proceeds	232,548,859
Issuance cost & other	(2,825,253)
Principal paid on long-term debt	(25,547,510)
Interest paid on long-term liability	(5,752,835)
Proceeds from capital grant	25,816,953
Principal payments on leases payable	(42,051)
Interest paid on leases payable	(11,709)
Net cash provided by capital and related financing activities	<u>155,750,501</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Net purchase of investments	(93,203,285)
Interest income	2,302,539
Net cash used by investing activities	<u>(90,900,746)</u>
Net increase in cash and cash equivalents and restricted cash and cash equivalents	71,642,907
Cash and cash equivalents and restricted cash and cash equivalents, beginning of fiscal year	<u>14,726,402</u>
Cash and cash equivalents and restricted cash and cash equivalents, end of fiscal year	<u>\$ 86,369,309</u>
Reconciliation of operating income to net cash provided by operating activities:	
Operating income	\$ 6,449,302
Adjustments to reconcile operating income to net cash provided by operating activities:	
Depreciation and amortization expense	186,178
(Increase) decrease in receivable-Vehicle Registration Fees	27,540
(Increase) decrease in accounts receivable-Promiles	(7,252)
(Increase) decrease in prepaid expense	(29,378)
Increase (decrease) in accounts payable	98,126
Increase (decrease) in accrued wages	26,280
Increase (decrease) in unearned revenue	(37,644)
Total adjustments	<u>263,850</u>
Net cash provided by operating activities	<u>\$ 6,713,152</u>

The notes to the financial statements are an integral part of this financial statement.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022

NOTE I - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Hidalgo County Regional Mobility Authority (Authority) is an independent governmental agency created in November 2005 pursuant with Chapter 370 of the Transportation Code. The Authority is governed by a seven-member Board of Directors (the Board) appointed by the Governor of the State of Texas and the Hidalgo County Commissioners' Court. The Board is responsible for setting policies, identifying priorities and ensuring the Authority is operated effectively. Board members, appointed to serve two-year terms, are volunteers and are not compensated for their service.

The Authority was created to be a proactive partner empowering the community to address congestion and mobility concerns through local means with local leadership. It was created to plan, develop, fund and maintain a transportation system to serve the estimated 1.5 million residents living in Hidalgo County by 2025. The Authority's mission is to develop a publicly owned transportation system that creates jobs through increased mobility and access, is locally funded for reliable delivery, pays for itself in terms of future maintenance and also funds new projects to meet the future transportation needs of Hidalgo County. In its petition to create the Hidalgo County Regional Mobility Authority, Hidalgo County identified the Hidalgo Loop System (the Loop System) as the initial set of projects to be developed under the guidance of the Authority. The planning for the Loop System was started in 2000 by Hidalgo County and the Hidalgo County Metropolitan Planning Organization. The Authority concluded its additional planning effort for the Loop System around the urban part of Hidalgo County in 2010. Based on this effort, the Authority identified 2 independent projects, the Trade Corridor Connector (TCC) and the International Bridge Trade Corridor (IBTC), that provide utility to County residents and together begin building the Loop System. Additional state aid through the Texas Department of Transportation and the addition of a potential third project, the La Joya Relief Route, has required the Authority to re-examine the initial projects. A five-year Strategic Plan approved in March 2012 emphasizes the Authority's efforts to begin development of the Loop System projects, which prioritize 365 Tollway (formerly TCC), the International Border Trade Corridor, and State Highway 68 (formerly Segment D).

The Authority is not included in any other governmental "reporting entity" as defined by GASB Statement No. 14, *"The Reporting Entity."* There are no component units included within the reporting entity.

B. Basis of Accounting

The financial statements of the Authority have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles.

The operations of the Authority are accounted for within a single proprietary (enterprise) fund on an accrual basis. The accounting and financial reporting treatment applied is determined by measurement focus. The financial statements of the Authority measure and report all assets, liabilities, revenues, expenditures, and gains and losses using the economic resources measurement focus and accrual basis of accounting. Under this basis, revenues are recognized in the period in which they are earned, expenses are recognized in the period in which they are incurred, depreciation of assets is recognized and all assets and liabilities associated with the operation of the Authority are included in the Statement of Net Position. Operating expenses include the cost of administrative expenses. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
 NOTES TO FINANCIAL STATEMENTS - CONTINUED
 DECEMBER 31, 2022

**NOTE I - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES -
 (Continued)**

C. Cash and Cash Equivalents, Cash with Fiscal Agent, and Investments

Cash and cash equivalents include demand deposits held with financial entities and short-term highly liquid investments that are readily convertible and have original maturities of three months or less. Cash with fiscal agent include cash held by a third party for prepaid overweight permit fees (ProMiles Software Development Corp.). These deposits are fully collateralized or covered by federal deposit insurance.

Investments are reported at fair value. The net change in fair value of investments is recorded on the statements of revenues, expenses and changes in net position and includes the unrealized and realized gains and losses on investments. The Authority’s major investments are held by a third party, Wilmington Trust, per bond covenants. The Authority’s local government investment pools are recorded at amortized cost as permitted by GASB Statement No. 79, “*Certain Investment Pools and Pool Participants.*”

D. Capital Assets

Capital assets are defined by the Authority as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of one year. As the Authority constructs or acquires capital assets each year, including infrastructure assets, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs, which are amounts spent in relation to capital assets that do not increase the asset’s capacity or efficiency or increase its estimated useful life.

Land and construction in progress, which include capitalized costs for legal, consulting and engineering relating to the planning on the loop projects, are not depreciated. Depreciation on construction in progress will not begin until the projects are operational. Leasehold improvements, equipment and infrastructure assets are depreciated using the straight-line method over the following estimated useful lives:

Capital asset classes	Lives
Leasehold improvemens	10
Office equipment	5
Infrastructure - roads	30

E. Restricted Assets

Proceeds from the Authority's bonds are restricted for projects. Certain resources are set aside for debt service are classified as restricted assets on the Statement of Net Position because their use is limited by applicable bonds covenants. These restricted assets are held and disbursed by Wilmington Trust, fiscal agent.

F. Receivables

All receivables are shown net of allowance for uncollectible balances, which are estimated based on historical activity. At December 31, 2022, all receivables are expected to be collected, therefore, no allowance for uncollectible balances was deemed necessary.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

**NOTE I - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES -
(Continued)**

G. Net Position

The difference between assets and deferred outflows of resources less liabilities is reported as net position. Net position is comprised of the following components:

- *Net investment in capital assets* consists of capital assets, net of accumulated depreciation and reduced by outstanding balances of bonds and other debt that are attributable to the acquisition, construction, or improvement of those assets. Deferred outflows of resources that are attributable to the acquisition, construction and improvement of those assets or related debt are included in this component of net position.
- *Restricted* net position consists of restricted assets reduced by liabilities related to those assets. Assets are reported as restricted when constraints are placed on asset use either by external parties or by law through constitutional provision or enabling legislation.
- *Unrestricted* net position is the net amount of the assets, deferred outflows of resources and liabilities that does not meet the definition of the two preceding categories.

When both restricted and unrestricted resources are available, a flow assumption must be made about the order in which the resources are considered to be applied. The Authority's policy is to consider restricted net position as having been used first before unrestricted net position is applied.

H. Classification of Operating and Non-Operating Revenues and Expenses

The Authority defines operating revenues and expenses as those revenues and expenses generated by a specified program offering either a good or service. This definition is consistent with GASB Statement No. 9 which defines operating receipts as cash receipts from customers and other cash receipts that do not result from transactions defined as capital and related financing, non-capital financing or investing activities.

As previously noted, when an expense is incurred that can be paid using either restricted or unrestricted resources, the Authority's policy is to first apply the expense toward restricted resources, and then towards unrestricted resources available for use.

I. Estimates

The preparation of financial statements in conformity with Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

J. Personnel Liabilities

The Authority does not have any employees nor any personnel liabilities; the employees who perform operating activities for the Authority are loaned to the Authority by the City of Pharr, TX. All personnel are employees of the City of Pharr. Actual costs incurred by the City of Pharr are reimbursed by the Authority.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

NOTE I - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES -
(Continued)

K. Income Taxes

The Authority is an instrumentality of the State of Texas. As such, income earned in the exercise of its essential government functions is exempt from state or federal income taxes. Bond obligations issued by state and local governments are tax-exempt only if the issuers pay rebate to the federal government of the earnings on the investment of the proceeds of a tax-exempt issue more than the yield on such obligations and any income earned on such excess.

L. Bond Premiums, Discounts, Issuance Costs, and Deferred Outflows

The Authority amortizes premiums and discounts over the estimated useful life of the bonds as an adjustment to interest expense using the straight-line method. Bond issuance cost is expensed as incurred, in accordance with Governmental Accounting Standards Board (“GASB”) Statement No. 65 *“Items Previously Reported as Assets and Liabilities.”* Deferred gains/losses on refunding (the difference between the reacquisition price and the carrying value of existing (debt) are recorded as deferred outflows of resources and amortized over the shorter of the life of the original bonds or the life of the refunding bonds.

M. Reclassifications

Certain amounts in prior year’s presentation have been reclassified to conform to the current year’s presentation. These reclassifications have no effect on previously reported changes in net position.

N. Rounding Adjustments

Throughout this annual financial report, dollar amounts are rounded, thereby creating differences between the details and the totals.

O. New Accounting Pronouncements

The Governmental Accounting Standards Board has issued the following pronouncement, which is relevant to the Authority and became effective this fiscal year and has been implemented:

GASB Statement No. 87, *Leases*

This statement establishes a single model for lease accounting based on the foundational principle that leases are financing of the right to use underlying assets. Under GASB 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments’ leasing activities. The requirements of this statement were originally effective for reporting periods beginning after December 15, 2019; however, issuance of GASB Statement No. 95, *Postponement of the Effective Dates of Certain Authoritative Guidance (GASB 95)*, extended the effective date of GASB 87 to reporting periods beginning after June 15, 2021, with earlier application encouraged. GASB 87 was implemented in the Authority’s fiscal year 2022 financial statements. See Note II, G.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

NOTE II - DETAILED NOTES ON THE AUTHORITY'S ACTIVITY

A. Cash and Investments

Plains Capital Bank maintains the Authority's deposits for safekeeping and secures the funds with pledged securities in an amount sufficient to protect the Authority's funds, currently at 105% of unsecured deposits. The pledge of securities is provided in excess of the deposits above the Federal Deposit Insurance Corporation ("FDIC") insurance. At December 31, 2022, the Authority's deposits were entirely covered by federal deposit insurance or were secured by collateral held by the Authority's agent in the Authority pursuant to the Authority's Depository Agreement with Plains Capital Bank. At December 31, 2022, the carrying amount of the Authority's deposits was \$128,757 and bank balance was \$128,757.

The Authority invests in Local Government Investment Cooperative ("LOGIC"). LOGIC is a local government investment pool organized in conformity with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and the Public Funds Investment Act, Chapter 2256 of the Texas Government Code (the "PFIA"). These two acts provide for the creation of public funds investment pools (including LOGIC) and authorize eligible government entities to invest their public funds under their control through the investment pools. As permitted by GASB Statement No. 79, "*Certain External Investment Pools and Pool Participants*," the Authority's investments in LOGIC are stated at cost, which approximates fair value.

The Authority classifies its investments with LOGIC as cash and cash equivalents for financial reporting purposes as balances may be withdrawn at any time without penalty. At December 31, 2022, investments in LOGIC totaled \$85,818,107 of which \$50,029,302 was restricted by bond covenants and \$35,788,805 was unrestricted.

The Authority has investments that are unrestricted and restricted. The unrestricted investments are the funds not legally restricted for a specific purpose and are invested in government securities, which are held by Wilmington Trust. The Authority's restricted investments are from funds received from the issuance of debt and restricted by bond covenants for a specific purpose. Wilmington Trust is the fiscal agent for the Authority who is authorized to invest the restricted funds; they are currently investing in government securities.

The Authority categorizes its fair value measurements with the fair value hierarchy established by generally accepted accounting principles. The three levels of fair value hierarchy are as follows:

- Level 1: Quoted prices (unadjusted) in active markets for identical assets or liabilities.
- Level 2: Inputs (other than quoted prices included within Level 1) that are observable for the asset or liability either directly or indirectly.
- Level 3: Unobservable inputs—market data are not available and are developed using the best information available about the assumptions that market participants would use when pricing asset or liability.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - (Continued)

A. Cash and Investments – (Continued)

The Authority has the following fair value measurement as of December 31, 2022:

	Fair Value	Fair Value Measurement Using		
		Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Government Securities - Unrestricted	\$ 1,699,281	\$ 1,702,525	\$ -	\$ -
Government Securities - Restricted	91,862,747	92,197,290	-	-
	<u>\$ 93,562,028</u>	<u>\$ 93,899,815</u>	<u>\$ -</u>	<u>\$ -</u>

Interest Rate Risk

Interest rate risk is the risk that the changes in interest rates will adversely affect the fair value of an investment. Interest rate risk may be mitigated by investing operating funds primarily in shorter term securities, money market funds or similar investment pools and limiting the average maturity of the portfolio. At year end, the Authority was not exposed to interest rate risk. All investments held by the Authority are short term in nature as follows:

	Investment Maturities (in Years) at the end of December 31, 2022			
	Fair Value	Less Than 1	1-2	2-3
Government Securities-Unrestricted	\$ 1,699,281	\$ 1,702,525	\$ -	\$ -
Government Securities-Restricted	91,862,747	92,197,290	-	-
	<u>\$ 93,562,028</u>	<u>\$ 93,899,815</u>	<u>\$ -</u>	<u>\$ -</u>

Credit Risk

Credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligation. As of December 31, 2022, the investments in the State's investment pools were rated AAAM by Standards and Poor's. Investments in Government securities consisted of Federal Home Loan Banks rated A-1+, Federal Home Loan Mortgage Corp rated AAA, Federal National Mortgage Association rated AAA, Federal Home Loan Banks rated AAA, Federal Farm Credit Banks Funding Corp rated AAA and United States Treasury rated AAA.

Custodial Credit Risk

Deposits and investments are exposed to custodial credit risk if they are not covered by depository insurance and the deposits and investments are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the Authority's name.

The Authority has a process of maintaining contact with the trust department of its depository bank to eliminate all custodial credit risk once a need for an increase in collateral is identified the trust department adjusts the collateral amount accordingly. As of December 31, 2022, the Authority's bank balance was not exposed to custodial credit risk and was over-insured and over-collateralized via Plains Capital's investment in federal securities held by a third party in the name of the Authority to cover the amount of deposits over the FDIC collateral.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - (Continued)

A. Cash and Investments – (Continued)

Concentration of Credit Risk

The Authority's investment holdings at December 31, 2022 were strictly confined in government securities. The investment policy is silent in the concentration of holdings in the various types of securities and investments.

B. Unearned Revenue

The Authority reports unearned revenue in connection with resources that have been received, but not yet earned. As of December 31, 2022, the Authority's unearned revenues totaling \$84,657 were due to prepayments by customers who purchase commercial truck overweight permits. The third party who is acting as the Authority's Fiscal Agent is Promiles, the company that owns the software that is used for online overweight permit purchases.

C. Capital Assets

Capital asset activity for the year ended December 31, 2022, was as follows:

	Balance 12/31/2021	Increases	Disposals/ Transfers	Balance 12/31/2022
Capital Assets, not being depreciated:				
Land	\$ 1,356,039	\$ -	\$ -	\$ 1,356,039
Construction in progress	125,736,293	68,685,251	-	194,421,544
Total Capital Assets not being depreciated	127,092,332	68,685,251	-	195,777,583
Capital Assets, being depreciated:				
Leasehold improvements	285,923	103,009	-	388,932
Office equipment	40,946	-	-	40,946
Right-to-use asset - building	-	437,340	-	437,340
Infrastructure-roads	3,010,637	-	-	3,010,637
Total Capital Assets being depreciated	3,337,506	540,349	-	3,877,855
Less accumulated depreciation and amortization for:				
Leasehold improvements	(80,929)	(35,035)	-	(115,964)
Office equipment	(11,644)	(6,054)	-	(17,698)
Right-to-use asset - building	-	(207,737)	-	(207,737)
Infrastructure-roads	(101,354)	(101,355)	-	(202,709)
Total accumulated depreciation and amortization	(193,927)	(350,181)	-	(544,108)
Total Capital Assets being depreciated (net)	3,143,579	190,168	-	3,333,747
Total Capital Assets, Net	\$ 130,235,911	\$ 68,875,419	\$ -	\$ 199,111,330

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

NOTE II - DETAILED NOTES ON AUTHORITY’S ACTIVITY - (Continued)

C. Capital Assets— (Continued)

Increase in construction in progress consists of the following:

Consulting and engineering	\$ 1,701,256
Legal and professional	206,249
Loop project: 365 Tollway/IBTC	66,114,377
Capitalized wages	663,369
	\$ 68,685,251

D. Non-capitalized Construction Costs

Non-capitalized construction costs include costs associated with projects which will not be owned or maintained by the Authority once the project is completed. Costs associated with these projects are expensed as incurred. For the year ended December 31, 2022, the Authority did not have any non-capitalized construction costs.

E. Long-Term Obligations

1. Revenue bonds

The Authority originally issued a Series 2013 bond for which it pledged revenues derived from vehicle registration fees to pay the debt. Due to favorable market interest rates, the Authority authorized the issuance of Series 2020 bonds in the amount of \$67,885,000. It consisted of tax-exempt Series 2020A in the amount of \$9,870,000 and taxable Series 2020B in the amount of \$58,015,000. The taxable 2020B Series was a partial advance refunding of the Series 2013 bonds, which resulted in \$6,540,415 in present value savings. At the time of sale, \$57,664,740 was placed in an irrevocable trust for future payment when Series 2013 bonds are callable in 2023.

In February 10, 2022, the Authority issued and received proceeds from the issuance of the Series 2022A Senior Lien Bonds issued in part as Current Interest Bonds (the “Series 2022A Senior Lien CIBs”) and Capital Appreciation Bonds (the “Series 2022A Senior Lien CABs”). In February 10, 2022, the Authority also issued the Series 2022B Junior Lien Bonds issued in part as Current Interest Bonds (the “Series 2022B Junior Lien CIBs”) and Capital Appreciation Bonds (the “Series 2022B Junior Lien CABs”). A Senior Lien Toll and Vehicle Registration Fee Revenue Bonds, Series 2022A in the amount of \$151,650,345 and a Junior Lien Toll and Vehicle Registration Fee Revenue Bonds, Series 2022B in the amount of \$63,884,707 before the accredited and compounded interest as of June 30, 2022. The purpose of these two bond issues is to begin construction of the 365 Toll Road and to retire the Jr. Lien Bond Series 2016 in the amount of \$23,534,334.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - (Continued)

E. Long-Term Obligations (Continued)

1. Revenue bonds (Continued)

At December 31, 2022, the Authority had the following long-term debt outstanding:

\$61,600,000 refunding bonds, Series 2013 due in various installments through 2023 with interest of 4.00% to 5.00%.		\$ 1,425,000
\$9,870,000 refunding bonds, Series 2020A due in various installments through 2050 with interest of 3.00% to 4.00%.		9,870,000
\$58,015,000 refunding bonds, Series 2020B due in various installments through 2043 with interest of 2.91% to 2.97%.		56,400,000
\$151,650,345 Senior Lien Toll and Vehicle Registration Fee Revenue Bond, Series 2022A due in various installments through 2056 with interest of 3.50% to 5.00%. Bonds are secured with a pledge of dedicated Vehicle Registration Fees and Toll revenues.	151,650,345	
Principal accretion on Senior Lien Toll and Vehicle Registration Fee Revenue Bonds, Series 2022A.	2,652,215	
Total outstanding balance on Senior Lien Series 2022A Bonds		154,302,560
\$63,884,707 Junior Lien Toll and Vehicle Registration Fee Revenue and Refunding Bond, Series 2022B due in various installments through 2056 with interest of 3.50% to 5.00%. Bonds are secured with a pledge of dedicated Vehicle Registration Fees and Toll revenues.	63,884,707	
Principal accretion on Junior Lien Toll and Vehicle Registration Fee Revenue and Refunding Bond, Series 2022B.	1,170,044	
Total outstanding balance on Junior Lien Series 2022B Bonds		65,054,751
Total principal outstanding		287,052,311
Bond premium		17,875,330
Total bonds payable		\$ 304,927,641

Debt service requirements on long-term obligations at December 31, 2022 including principal accretion are as follows:

Year Ended December 31	Principal	Interest	Total
2023	\$ 2,240,000	\$ 6,500,354	\$ 8,740,354
2024	2,325,000	6,422,567	8,747,567
2025	2,345,000	6,400,154	8,745,154
2026	2,365,000	6,375,204	8,740,204
2027	2,400,000	6,342,945	8,742,945
2028-2032	29,855,000	29,976,364	59,831,364
2033-2037	54,470,000	21,809,223	76,279,223
2038-2042	73,150,255	17,019,084	90,169,339
2043-2047	47,265,013	56,269,136	103,534,149
2048-2052	41,974,996	76,145,257	118,120,253
2053-2056	28,662,047	77,500,094	106,162,141
	\$ 287,052,311	\$ 310,760,382	\$ 597,812,693

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - (Continued)

E. Long-Term Obligations (Continued)

1. Revenue bonds (Continued)

The Authority and Hidalgo County authorized the pledge of the vehicle registration fee revenues to secure payment of the Hidalgo County Regional Mobility Authority debt in a term not exceeding 40 years. The current net debt service position was \$24,257,465 for the year ended December 31, 2022. These funds are required by the bond ordinance to be set aside to pay the bond debt. These funds are managed by a Trustee, Wilmington Trust, and are currently held in the Logic Investment Pool and government securities.

Long-term obligations outstanding at December 31, 2022 are as follows:

	Balance 12/31/2021	Increases	Decreases	Balance 12/31/2022	Due Within One Year
Bonds Payable:					
Revenue Bond Series 2013	\$ 2,785,000	\$ -	\$ 1,360,000	\$ 1,425,000	\$ 1,425,000
Revenue Bond Series 2020A	9,870,000	-	-	9,870,000	-
Revenue Bond Series 2020B	57,210,000	-	810,000	56,400,000	815,000
Jr. Lien Bond Series 2016A	23,377,510	156,824	23,534,334	-	-
Revenue Bond Series 2022A	-	154,302,560	-	154,302,560	-
Revenue Bond Series 2022B	-	65,054,751	-	65,054,751	-
Premium on Bonds-2013	106,807	-	53,403	53,403	53,043
Premium on Bonds-2020A	1,301,108	-	45,256	1,255,852	45,256
Premium on Bonds-2022A	-	12,405,047	326,449	12,078,598	356,126
Premium on Bonds-2022B	-	4,608,759	121,283	4,487,476	132,309
Total Long-Term Obligations	<u>\$ 94,650,425</u>	<u>\$ 236,527,941</u>	<u>\$ 26,250,725</u>	<u>\$ 304,927,641</u>	<u>\$ 2,826,734</u>

2. Arbitrage

In 2013 and 2022, the Authority issued long-term debt for capital construction projects. These bonds are subject to arbitrage regulations. Arbitrage regulations call for the return of the difference in interest revenue against interest expense. At December 31, 2022, there was no liability of arbitrage that would have been owed to the federal government.

F. Finance-Related Legal and Contractual Provisions

In accordance with GASB Statement No. 38, "Certain Financial Statement Note Disclosures," violations of finance-related legal and contractual provisions, if any, are reported below, along with actions taken to address such violations:

<u>Violation</u>	<u>Action Taken</u>
None	Not applicable

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

NOTE II - DETAILED NOTES ON AUTHORITY'S ACTIVITY - (Continued)

G. Leases

Lease contracts for assets such as land, building, and equipment use a single model for lease accounting based on the foundational principle that leases are financing of the right to use underlying assets. Under GASB Statement No. 87, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. GASB Statement No. 87 was implemented in the Authority's fiscal year 2022 financial statements. The implementation of GASB Statement No. 87 resulted in a prior period adjustment to reflect balances at January 1, 2023 as follows:

Right-to-use asset - building	\$	437,340
Amortization		(164,002)
Lease liability		<u>(294,622)</u>
Prior period adjustment	\$	<u>(21,284)</u>

Effective March 1, 2018, the Authority entered into a building lease agreement with a 60-month term and monthly installments of \$4,480. The agreement includes a renewal option for an additional 60 months. Management uses the Authority's incremental borrowing rate 4.25% to discount the lease payments. At December 31, 2022, the Authority recognized a right-to-use asset as follows:

Right-to-use asset	\$	437,340
Amortization		<u>(207,737)</u>
Right-to-use asset, net	\$	<u>229,603</u>

At December 31, 2022, the Authority recognized a lease liability totaling \$252,570. Future payments on this lease are as follows:

December 31,	Principal	Interest	Total Payment
2023	\$ 43,874	\$ 9,886	\$ 53,760
2024	45,775	7,985	53,760
2025	47,759	6,001	53,760
2026	49,829	3,931	53,760
2027	51,988	1,772	53,760
2028	13,345	95	13,440
	<u>\$ 252,570</u>	<u>\$ 29,670</u>	<u>\$ 282,240</u>

Additionally, the Authority leases certain office equipment. The total costs of the Authority's leases were \$64,095 for the year ended December 31, 2022.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

NOTE III - OTHER INFORMATION

A. City Contributions

In 2018, the Authority adopted the 2019-2023 Strategic Plan Update – Program Manager Strategy No. 8, which included the International Bridge Trade Corridor and State Highway 68 projects. The Authority requested partnership with several cities in the form of Interlocal agreements to assist in paying for the preparation of the projects. Fiscal year ending December 31, 2022 was the ninth year of a ten year agreement ending December 31, 2023. The cities and the terms of the Interlocal agreements are reflected as follows:

<u>City</u>	<u>Years</u>	<u>Amount/Year</u>
Alamo	10	\$ 15,000
Donna	10	-
Edinburg	10	25,000
Pharr	10	25,000
San Juan	10	15,000
		<u>\$ 80,000</u>

This agreement is subject to an annual budget appropriation by the City. In the event the funds are not appropriated, the City is under no obligation to provide funds. For the year ended December 31, 2022, actual collections from city contributions totaled \$80,000.

B. Litigation

The Authority is currently a defendant in a lawsuit. The lawsuit remains pending, and it is the opinion of management and its outside attorneys that the possible outcome of the lawsuit and an estimate of the loss, if any, cannot presently be determined.

C. Project Commitments

At December 31, 2022, the Authority had the following remaining project commitments:

<u>Project</u>	<u>Authorization</u>	<u>Expended</u>	<u>Remaining</u>
Program management	\$ 2,946,206	\$ 1,785,811	\$ 1,160,395
Engineering/surveying	15,271,312	12,406,056	2,865,256
Environmental	1,590,086	1,000,572	589,514
Material testing	10,244,423	435,791	9,808,632
Construction	281,723,798	58,236,104	223,487,694
	<u>\$ 311,775,825</u>	<u>\$ 73,864,334</u>	<u>\$ 237,911,491</u>

This table is not meant to reconcile to the balance of construction in progress. This table consists of current project commitments authorized by the board.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO FINANCIAL STATEMENTS - CONTINUED
DECEMBER 31, 2022

NOTE III - OTHER INFORMATION - (Continued)

D. Impairment of Assets

The Authority reviews the carrying values of assets for impairment whenever events and circumstances indicate the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use the eventual disposition. In cases where undiscounted expected cash flows are less than the carrying value, an impairment loss is recognized equal to an amount by which the carrying values exceeds the fair value of assets. The factors considered by management in performing this assessment include current operating results, trends, and other economic factors. The authority recorded no impairments for the year ended December 31, 2022.

E. Letter of Credit

On November 8, 2022, the Authority acquired an unsecured Irrevocable Standby Letter of Credit from Plains Capital Bank that will expire on November 8, 2023. As of December 31, 2022, the authority has not drawn upon the letter of credit, which has been issued in the maximum amount of \$50,000 with interest of 1% with Plains Capital Bank.

F. Major Vendors

One vendor accounted for 89% of vendor payments for the year ended December 31, 2022.

G. Subsequent Events

Management has evaluated subsequent events through April 27, 2023, the date these financials statements were available to be issued. No subsequent events were noted.

SINGLE AUDIT

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND
ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Hidalgo County Regional Mobility Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Hidalgo County Regional Mobility Authority (the Authority), as of and for the year ended December 31, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated April 27, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Benton McArthur & Longene, L.L.P.

McAllen, Texas
April 27, 2023

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Hidalgo County Regional Mobility Authority

Report on Compliance for Each Major Federal Program

Opinion on Major Federal Programs

We have audited Hidalgo County Regional Mobility Authority's (the Authority) compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the Authority's major federal programs for the year ended December 31, 2022. The Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal programs for the year ended December 31, 2022.

Basis for Opinion on Major Federal Programs

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal programs. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the Authority's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of the major federal programs as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Bunta McClain & Long, LLP

McAllen, Texas
April 27, 2023

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 FOR THE YEAR ENDED DECEMBER 31, 2022**

Federal Grantor/ Pass-Through Grantor/ State Grantor/ Program Title	ALN	Identifying Award Number	Expenditures
FEDERAL AWARDS			
<u>HIGHWAY PLANNING AND CONSTRUCTION CLUSTER</u>			
<u>U.S. DEPARTMENT OF TRANSPORTATION</u>			
<u>Passed through from Texas Department of Transportation:</u>			
Highway Planning and Construction	20.205	CSJ # 0921-02-368	\$ 36,828,152
			<u>36,828,152</u>
Total passed through Texas Department of Transportation			<u>36,828,152</u>
Total U.S. Department of Transportation			<u>\$ 36,828,152</u>
TOTAL EXEPNDITURES OF FEDERAL AWARDS			<u>\$ 36,828,152</u>

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2022**

General

The accompanying Schedule of Expenditures of Federal Awards (SEFA) present the federal grant activity for the Hidalgo County Regional Mobility Authority (the Authority) for the year ended December 31, 2022. The reporting entity is defined in Note I.A to the Authority's financial statements. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the SEFA presents only a selected portion of the operations of the Authority, it is not intended and does not present the financial position, changes in net assets, or cash flows of the Authority.

Basis of Presentation

The accompanying Schedule of Expenditures of Federal Awards is presented using the flow of economic resources measurement focus and use the accrual basis of accounting, which is described in Note I.B of the Authority's notes to the financial statements. Under this method, revenues are recorded when earned and expenses are recorded at the time a liability is incurred. Federal grant funds are generally considered earned to the extent expenditures made under the provisions of the grant are made and, accordingly, when such funds are received, they are recorded as unearned revenues until earned. The Authority has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

Relationship to Federal Financial Reports

Amounts reported in the accompanying schedule may not agree with the amounts reported in the related Federal financial reports filed with the grantor agencies because of accruals made in the schedule which will be included in future reports filed with agencies.

Reconciliation of Schedule of Federal Awards to Comprehensive Annual Financial Report

The following is a reconciliation of the Schedule of Expenditures of Federal Awards (SEFA) to the Statement of Revenues, Expenses, and Changes in Net Position within the Hidalgo County Regional Mobility Authority's Annual Financial Report:

	Federal Expenditures per SEFA
Intergovernmental revenues on financial statements:	<u>\$ 36,828,152</u>

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2022**

Section I – Summary of Auditors’ Results

Financial Statements

Type of auditors’ report issued: Unmodified

Internal Control over financial reporting:

- Material weakness(es) identified? _____ yes X no
- Significant deficiencies identified that are not considered to be material weaknesses? _____ yes X none reported

Noncompliance material to financial statements noted? _____ yes X no

Federal awards

Internal control over major programs:

- Material weakness(es) identified? _____ yes X no
- Significant deficiencies identified that are not considered to be material weaknesses? _____ yes X none reported

Type of auditors’ report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes X no

Identification of major programs:

<i>Assistance Listing Number (ALN)</i>	<i>Name of Federal Program or Cluster</i>
20.205	Highway Planning and Construction Program

Dollar threshold used to distinguish between Type A and Type B programs: \$1,104,845

Auditee qualifies as a low-risk auditee? _____ yes X no

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS - CONTINUED
FOR THE YEAR ENDED DECEMBER 31, 2022**

Section II – Financial Statement Findings

None noted.

Section III – Federal Award Findings

None noted.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023-15

RESOLUTION APPROVING 2022 ANNUAL COMPLIANCE REPORT

THIS RESOLUTION is adopted this 3rd day of May, 2023, by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is required to submit to the Texas Department of Transportation the annual compliance report pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

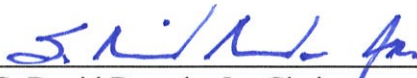
WHEREAS, the Authority’s 2022 fiscal year commences on January 1, 2022 and ended on December 31, 2022; and

WHEREAS, the Authority has reviewed the annual compliance report for Fiscal Year 2021;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

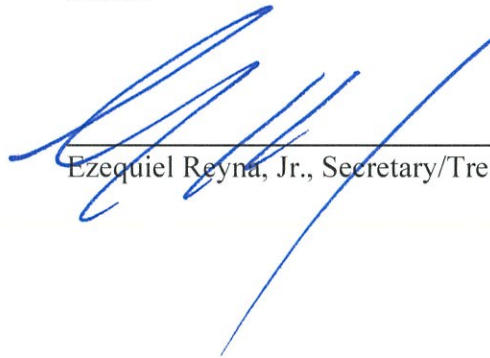
- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board approves the annual compliance report for Fiscal Year 2022, hereto attached as Exhibit A.
- Section 3. The Board of Directors authorize the Executive Director to submit the 2022 annual compliance report to the Texas Department of Transportation.

Passed and Approved as to be effective immediately this 3rd day of May, 2023, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.



S. David Deanda, Jr., Chairman

Attest:



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2022 COMPLIANCE REPORT

Hidalgo County Regional Mobility Authority Compliance Report

Texas Administrative Code Title 43, Part I, Chapter 26, Subchapter G
§26.65(a) Annual Reports to the Commission

Compliance Rule	Compliance Statement	Certification
<i>Rule §26.61 Written Reports:</i>		
The annual operating and capital budgets adopted by the RMA year.	HCRMA is in compliance.	HCRMA adopted the FY 2023 Operating & Capital Budget on December 13, 2022.
Any annual financial information and notices of material events required to be disclosed under Rule 15c2-12 of the SEC.	Not applicable.	
To the extent not disclosed in another report required in this compliance report, a statement of any surplus revenue held by the RMA and a summary of how it intends to use the surplus revenue.	Not applicable. HCRMA does not have surplus revenue at this time.	
An independent auditor's review of the reports of investment transactions prepared under Government Code, §2256.023.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2022 financial statement and independent audit on May 3, 2023, which included a review of investment transactions.
<i>Rule §26.62 Annual Audit:</i>		
The RMA shall maintain its books and records in accordance with generally accepted accounting principles in the United States and shall have an annual financial and compliance audit of such books and records.	HCRMA is in compliance.	HCRMA Board of Directors accepted the FY 2022 financial statement and independent audit on May 3, 2023.
The annual audit shall be submitted to each county or city that is a part of the RMA within 120 days after the end of the fiscal year, and conducted by an independent certified public accountant.	HCRMA is in compliance.	HCRMA has made the financial statement and independent auditors report available to all interested parties.
All work papers and reports shall be retained for a minimum of four years from the date of the audit.	HCRMA is in compliance.	HCRMA's record retention policy in compliance with this requirement.
<i>Rule §26.63 Other Reports to Counties and Cities:</i>		
Provide other reports and information regarding its activities promptly when requested by the counties or cities.	HCRMA is in compliance.	All reports and activities are posted on the HCRMA web site at www.hcrma.net .
<i>Rule §26.64 Operating Records:</i>		
The Department will have access to all operating and financial records of the RMA. The executive director will provide notification if access is desired by the department.	HCRMA is in compliance.	

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2023-16

CONSIDERATION AND APPROVAL OF AGREEMENT WITH AEP TEXAS INC. FOR PARTICIPATION IN RELOCATION OF ELECTRICAL LINE AT GLASSCOCK ROAD FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 28th day of March , 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and {iv} findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-73, pursuant to Sections 370.033 and 370.170 of the Act, the Authority has the power and authority to request an implement the relocation of a public utility facility located in, on, along, over, or under the Project;

WHEREAS, AEP Texas Inc. is eligible for Federal Aid cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, therefore the eligibility ratio is 50%;

WHEREAS, the Authority finds it necessary to approve Resolution 2023-16, approval of an Agreement with AEP Texas Inc. for participation in relocation of electrical distribution line at Glasscock Road for the 365 Tollway in the amount of \$65,415.65;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Resolution 2023-16, approval of agreement with AEP Texas Inc. for \$65,415.65 [50% participation] in relocation of electrical distribution line for the 365 Tollway

Section 3. The Board hereby authorizes the Executive Director to execute and final the authorized construction contract with AEP Texas Inc..

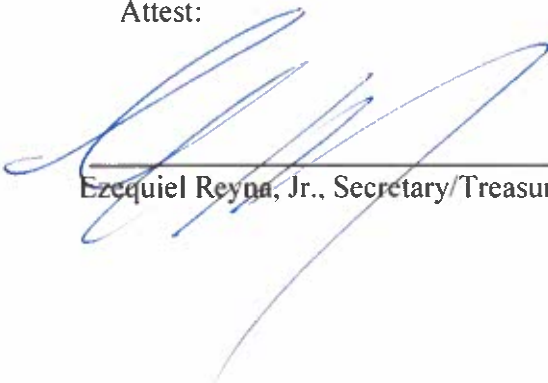
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PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 28th day of March, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman

Attest:



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

AGREEMENT

BETWEEN

AEP TEXAS INC.

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

UTILITY

RELOCATION OF

365 TOLLWAY PROJECT



STANDARD UTILITY AGREEMENT

U-Number: **U-0032-063**

District: PHARR
Federal Project No.: DMO2013(420)
ROW CSJ: 0921-02-368
Highway Project Letting Date: SEPT. 2021

County: HIDALGO
Highway: 365 TOLL
From: FM396(ANZALDUAS HIGHWAY) at GSA CONNECTOR
To: US281(MILITARY HIGHWAY)

This Agreement by and between the Hidalgo County Regional Mobility Authority, ("**Authority**"), and **AEP Texas, Inc.**, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **Authority**.

WHEREAS, the **Authority** has deemed it necessary to make certain highway improvements as designated by the **Authority** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: removal and relocation of overhead electrical powerlines and poles from approximate Sta. 705+50; and more specifically as shown in the **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **Authority** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **Authority**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **Authority** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **Authority's** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **Authority**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until Authority provides the Utility with written authorization to proceed with the physical work upon Authority completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to Authority's written authorization to proceed will not be eligible for reimbursement and the Utility is responsible for entering any property within the proposed limits of the Highway Project that has not yet been

RIV 8/30/22
Initial Date
HCRMA

F 8/15/22
Initial Date
Utility

FC

acquired by Authority. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when Authority has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the HCRMA and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. HCRMA Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **Authority** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **Authority**, or may, with the **Authority's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. The Utility acknowledges that only documented and substantiated actual costs will be paid by the HCRMA. Bills for work hereunder are to be submitted to the **Authority** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **Authority** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost, \$65,415.65 (50% of \$130,831.30), as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **Authority** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **Authority** reimbursement. Alternatively, the **Authority** agrees to pay the **Utility** an agreed lump sum of \$65,415.65 (50% of \$130,831.30) as supported by the attached estimated costs. The **Authority** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **Authority** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **Authority** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

Standard Utility Agreement – ROW-U-35;

- Plans, Specifications, and Estimated Costs (Attachment "A");
- Accounting Method (Attachment "B");
- Schedule of Work (Attachment "C");
- Statement Covering Contract Work – ROW-U-48 (Attachment "D");

RIV 8/3/22
Initial Date
HCRMA

J 8/15/22
Initial Date
Utility

FCM

- Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment “H”).


All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **Authority** and the **Utility**.



This agreement is subject to cancellation by the **Authority** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **Authority**. However, the **Authority** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The HCRMA Auditor may conduct an audit or investigation of any entity receiving funds from the **Authority** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the HCRMA or and State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the HCRMA and or state auditor with access to any information the HCRMA and or state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **Authority** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.


Initial 8/15/22
Date
HCRMA


Initial 8/15/22
Date
Utility


The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

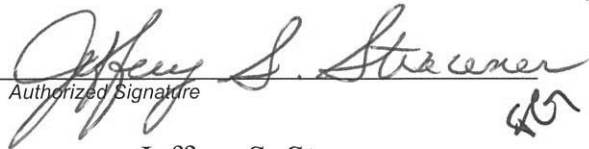
UTILITY

EXECUTION RECOMMENDED:

Utility: AEP Texas Inc.
Name of Utility


Chief Construction Engineer, HCRMA


FRG

By: 
Authorized Signature
Jeffery S. Stracener
Print or Type Name

Title: V.P. Distribution Region Operations

Date: 8/15/22

 8/30/22
Initial Date
HCRMA

 8/15/22
Initial Date
Utility
FRG

MEMORANDUM OF CLARIFICATION TO STANDARD UTILITY AGREEMENT

To: AEP Distribution ("Utility")

From: Hidalgo County Regional Mobility Authority ("Owner")

Date: 10/24/22

Re: Utility Relocation Agreement Payment Clarification U-0032-063

Utility and Owner entered into that certain Utility Relocation Agreement on [Date], attached hereto as Exhibit A (the "Agreement").

In Attachment B to the Agreement, the Parties elected to implement an **Actual Cost Method of Accounting** for payment purposes, providing that *"The utility accumulates costs under a work order accounting procedure"* and will be paid *"by reimbursement for actual and direct related indirect costs."*

Pursuant to the Attachment B election, the Agreement is not eligible for lump sum payment.

Upon satisfactory completion of the Work and upon receipt and acceptance of the final billing, the Authority shall make a 90% payment of the remaining eligible costs identified in Exhibit A-2 to the Agreement and demonstrated in the final bill. Upon receipt of a final bill, the Authority shall perform an audit and, after such audit, shall make an additional and final payment totaling (with the previous payments) the reimbursement amount found eligible for reimbursement.


The Authority's payment to the Utility shall not exceed 50% of the agreed to \$130,831.30 project cost, identified as eligible, reimbursable costs outlined in Exhibit A-2 to the Agreement.

Upon satisfactory completion of the Work, receipt of final billing, and completion of the audit, the Authority's collective payments to the Utility for the Work shall not exceed \$65,415.65



Utility - AEP Texas Inc. FRG

Date: 3/3/2023



Authority

Date: 3/9/2023

Attachment "A"

Plans, Specifications, and Estimated Costs

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

PROVIDE DETAILED ESTIMATE

PROVIDE PLAN SPECIFICATIONS

RJH 8/3/22
Initial Date
HCRMA

J 8/15/22
Initial Date
Utility
FCI

Work Request Cost Estimate Detail

Date: 7/22/2022
Time: 14:35:07
Page: 1 of 2

Region: AEP Texas District: 175 Area: Project Number: EDN100096 - Ds/JCC/Public Relocation
Work Request #: 81778216 Work Order #: DCP0328976
Dept ID: 11712

Account/ Assembly Unit	Description	Asset Type	Qty	Material Cost	Precap. Mati. Cost	Additional Item Cost	%	Standard Labor Cost	Admin Overhd	Transpt Overhd	Material Overhd	Labor Overhd	Contractor Cost Adj	Total Cost
Company Contractor														
Construction														
3640000 Poles, Towers, and Fixtures														
ARM-10SF-GN-TL	ARM, 10ft Sgl, Fiberglass, Gain, Tangent LD	A	2	\$240.94	\$0.00	\$0.00		\$14.40	\$42.48	\$10.18	\$26.06	\$33.12	\$0.00	\$367.18
BKT-ARML-S	BKT, Crossarm in Lin, Steel	M	12	\$62.72	\$0.00	\$0.00		\$86.40	\$33.62	\$61.04	\$6.78	\$198.72	\$0.00	\$449.28
BKT-IP16-F	BKT, insulator Post 16in, Fbrgls	M	2	\$68.32	\$0.00	\$0.00		\$14.40	\$14.86	\$10.18	\$7.40	\$33.12	\$0.00	\$148.28
PIN-XXX	Pin, Crossarm, 8in	M	2	\$39.76	\$0.00	\$0.00		\$4.32	\$7.54	\$3.06	\$4.30	\$9.94	\$0.00	\$68.92
Total Company Direct Charges A/C														
				\$411.74	\$0.00	\$0.00	1.64%	\$119.52	\$98.50	\$84.46	\$44.54	\$274.90	\$0.00	\$1,033.66
3650000 OH Conductor and Devices														
CNC-LUG-2	CNC, Terminal Pad Lug, #2AL, 1 hole	M	6	\$6.90	\$0.00	\$0.00		\$43.20	\$12.90	\$30.52	\$0.74	\$99.36	\$0.00	\$193.62
CNC-SNB-2	CNC, Splice Non-Tension Bare, #6-#2	M	6	\$6.60	\$0.00	\$0.00		\$17.28	\$5.78	\$12.20	\$0.72	\$39.74	\$0.00	\$82.32
EQL-3-50-S-50-S-SWT	EQL, 3 Ph, 500, Str, 500, Str, 600a Swt	M	4	\$1,081.86	\$0.00	\$0.00		\$302.40	\$255.66	\$213.62	\$117.06	\$695.52	\$0.00	\$2,666.12
GND-CR-4	GND, Cu Clad Rod, #4	A	2	\$208.08	\$0.00	\$0.00		\$51.84	\$47.44	\$36.62	\$22.52	\$119.24	\$0.00	\$485.74
INS-15-P-S-C	INS, 15kV, Pin, Silicon Polymer, Corr	M	2	\$23.32	\$0.00	\$0.00		\$7.20	\$5.70	\$5.08	\$2.52	\$16.56	\$0.00	\$60.38
SWI-25-HGLV-900-H	SWI, 25kV, Vert, GOLB Hook, 900A, Hook Op	A	2	\$8,050.44	\$0.00	\$0.00		\$469.44	\$1,416.24	\$331.62	\$871.06	\$1,079.72	\$0.00	\$12,218.52
Total Company Direct Charges A/C														
				\$9,377.20	\$0.00	\$0.00	12.23%	\$891.36	\$1,743.72	\$629.66	\$1,014.62	\$2,050.14	\$0.00	\$15,706.70
3660000 UG Conduit														
UCDT-CDT-6-COIL-D	UCDT, CONDUIT, 6IN, COILABLE, DIST	A	740	\$6,221.40	\$0.00	\$0.00		\$429.57	\$1,112.71	\$303.46	\$673.16	\$988.01	\$0.00	\$9,728.31
UCDT-CPL-6-P40-D	UCDT, Coupling, 6in, PVC 40, Distr	M	4	\$21.68	\$0.00	\$0.00		\$0.00	\$3.46	\$0.00	\$2.34	\$0.00	\$0.00	\$27.48
UCDT-E96-6-P80-D	UCDT, EI 90-60rad, 6in, PVC 80, Distr	M	4	\$373.58	\$0.00	\$0.00		\$19.58	\$65.12	\$13.84	\$40.42	\$45.04	\$0.00	\$557.58
UCDT-VNT-6-AL-D	UCDT, Vent, 6", Alum, Dist	M	4	\$1,571.88	\$0.00	\$0.00		\$0.00	\$251.50	\$0.00	\$170.08	\$0.00	\$0.00	\$1,993.46
UCTA-TEEC	Term. Concrete Encased Cdt. at riser	M	2	\$0.00	\$0.00	\$0.00		\$45.00	\$12.28	\$31.78	\$0.00	\$103.50	\$0.00	\$192.56
URSR-6-DSO2	URSR, 6in, Dist, Stand Off, 2 Cdts	A	2	\$1,002.24	\$0.00	\$0.00		\$306.00	\$243.90	\$216.16	\$108.44	\$703.80	\$0.00	\$2,580.54
UTRH-4830-MACH-C	UTRH, 48X30, Machine Dig, Conduit	M	370	\$0.00	\$0.00	\$0.00		\$4,355.64	\$1,189.21	\$3,076.92	\$0.00	\$10,017.97	\$0.00	\$18,639.74
Total Company Direct Charges A/C														
				\$9,190.78	\$0.00	\$0.00	70.74%	\$5,155.79	\$2,878.18	\$3,642.16	\$994.44	\$11,858.32	\$0.00	\$33,719.67
3670000 UG Conductors & Devices														
ARR-10-R	ARR, 10kV, Riser Pole	A	6	\$179.12	\$0.00	\$0.00		\$90.72	\$53.42	\$64.08	\$19.38	\$208.66	\$0.00	\$615.38
UCON-40-AL-1-15-D	UCON, 4/0, AL, Single Cond, 15kV, Distr	A	370	\$1,454.05	\$0.00	\$0.00		\$86.58	\$256.29	\$61.16	\$157.33	\$199.13	\$0.00	\$2,214.54
UCON-500-AL-1-15-D	UCON, 500, AL, Single Cond, 15kV, Distr	A	1155	\$4,157.08	\$0.00	\$0.00		\$270.27	\$738.92	\$190.92	\$449.80	\$621.62	\$0.00	\$6,428.61

Work Request Cost Estimate Detail

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Region: AEP Texas District: 175 Area:
 Work Request #: 81778216 Work Order #: DCP0328976 Project Number: EDN100096 - Ds/JCC/Public Relocation
 Dept ID: 11712

Account/ Assembly Unit	Description	Asset Type	Qty	Material Cost	Precap. Mati. Cost	Additional Item Cost	%	Standard Labor Labor Cost	Admin Overhd	Transpt Overhd	Material Overhd	Labor Overhd	Contractor Cost Adj	Total Cost
Construction														
3670000	UG Conductors & Devices													
UCTA-PCC-D	UCTA, Place Cable in Conduit,Dist	M	740	\$0.00	\$0.00	\$0.00		\$96.57	\$26.37	\$68.22	\$0.00	\$222.11	\$0.00	\$413.27
UGND-TAG-C	UGND,TAG CABLE MARKER (WHITE),Cable	M	12	\$3.74	\$0.00	\$0.00		\$7.34	\$2.60	\$5.18	\$0.40	\$16.90	\$0.00	\$36.16
UPTM-SO-500-15	UPTM,Shrink Outdoor,500,15kV	A	12	\$1,234.66	\$0.00	\$0.00		\$418.60	\$311.84	\$295.72	\$133.60	\$962.80	\$0.00	\$3,357.22
URSG-D-400	URSG,Distir,3.5in to 4.00in	M	4	\$351.20	\$0.00	\$0.00		\$19.58	\$61.54	\$13.84	\$38.00	\$45.04	\$0.00	\$529.20
URSG-D-CP	URSG,Distir,Cable Positioner	M	12	\$264.88	\$0.00	\$0.00		\$132.20	\$78.48	\$93.38	\$28.66	\$304.04	\$0.00	\$901.64
Total Company Direct Charges A/C														
				\$7,644.73	\$0.00	\$0.00	15.39%	\$1,121.86	\$1,529.46	\$792.50	\$827.17	\$2,580.30	\$0.00	\$14,496.02
Total Work Request Charges:														
				\$26,624.45	\$0.00	\$0.00		7288.53*	\$6,249.86	\$5,148.78	\$2,880.77	\$16,763.66	\$0.00	\$64,956.05
Total Work Order Costs														
								\$64,956.05						

Job Site Hours/Labor Cost Breakdown:	Job Site Hours	Labor Cost	Inaccessibility	Small Job	De-energized	Travel	Total Labor Cost
AEP	162.00	\$7,288.53	\$0.00	\$0.00	\$0.00	\$0.00	\$7,288.53
Total Job Site Hours/Labor Cost:	162.00	\$7,288.53	\$0.00	\$0.00	\$0.00	\$0.00	\$7,288.53

* - Amount should be zero for all Contract work requests.
 ** - No cu bid group or rate for this contractor.

Work Request Cost Estimate Detail

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Region: AEP Texas District: 175 Area: Project Number: EDN100096 - Ds/JCC/Public Relocation
Work Request #: 82024023 Work Order #: DCP0330558
Dept ID: 11712

Account/ Assembly Unit	Description	Asset Type	Qty	Material Cost	Precap. Mati. Cost	Additional Item Cost	%	Standard Labor Cost	Admin Overhd	Transpt Overhd	Material Overhd	Labor Overhd	Contractor Cost Adj	Total Cost
Company Contractor														
Construction														
3640000 Poles, Towers, and Fixtures														
ANC-DHM-10-84-D1	ANC,DbI Hlx Mach,10in,84in,Db Eye 1in	M	10	\$679.00	\$0.00	\$0.00		\$108.00	\$138.10	\$76.30	\$73.50	\$248.40	\$0.00	\$1,323.30
ANC-SHM-10-84-D1	ANC,Sgl Hlx Mach,10in,84in,Db Eye 1in	M	10	\$512.90	\$0.00	\$0.00		\$108.00	\$111.60	\$76.30	\$55.50	\$248.40	\$0.00	\$1,112.70
ARM-8SF-GN-DL	ARM,8ft Sgl,Fiberglass,Gain,DE Light	A	19	\$3,633.03	\$0.00	\$0.00		\$136.80	\$618.64	\$96.67	\$393.11	\$314.64	\$0.00	\$5,192.89
ARM-8SF-GN-TL	ARM,8ft Sgl,Fiberglass,Gain,Tangent LD	A	8	\$736.80	\$0.00	\$0.00		\$57.60	\$133.60	\$40.72	\$79.76	\$132.48	\$0.00	\$1,180.96
BKT-ARML-S	BKT,Crossarm inLin,Steel	M	4	\$20.91	\$0.00	\$0.00		\$28.80	\$11.21	\$20.35	\$2.27	\$66.24	\$0.00	\$149.78
GYD-IMPY	GYD,Marker-Plastic-Yellow	M	20	\$50.50	\$0.00	\$0.00		\$86.40	\$31.70	\$61.00	\$5.50	\$198.70	\$0.00	\$433.80
GYF-38-D-78P-EP	GYF,3/8,Down,78in Pole mt,EyePlate	M	22	\$827.54	\$0.00	\$0.00		\$380.16	\$236.18	\$268.52	\$89.54	\$874.38	\$0.00	\$2,676.32
GYW-38	GYW,3/8 in. EHS (15,400 lbs)	M	880	\$281.26	\$0.00	\$0.00		\$0.00	\$45.00	\$0.00	\$30.46	\$0.00	\$0.00	\$356.72
PIN-15-PTP-K	Pin,15kV,Pole top,Contaminated	M	16	\$1,788.16	\$0.00	\$0.00		\$115.20	\$317.60	\$81.44	\$193.44	\$264.96	\$0.00	\$2,760.80
PIN-XAA	Pin,Crossarm,8in	M	48	\$954.25	\$0.00	\$0.00		\$103.68	\$180.96	\$73.21	\$103.20	\$238.53	\$0.00	\$1,653.83
PLD-EYE	PLD,Eyebolt Deadend	M	38	\$98.95	\$0.00	\$0.00		\$0.00	\$15.81	\$0.00	\$10.70	\$0.00	\$0.00	\$125.46
PLD-EYE-ARM	PLD, Eyebolt Deadend, Arm	M	42	\$125.37	\$0.00	\$0.00		\$0.00	\$20.10	\$0.00	\$13.59	\$0.00	\$0.00	\$159.06
POL-35-4-CR	Pole,35ft,Class 4,Creosote	A	1	\$272.33	\$0.00	\$0.00		\$91.44	\$68.54	\$64.60	\$29.47	\$210.31	\$0.00	\$736.69
POL-45-2-CR	Pole,45ft,Class 2,creosote	A	15	\$7,333.20	\$0.00	\$0.00		\$1,641.60	\$1,621.50	\$1,159.65	\$793.50	\$3,775.65	\$0.00	\$16,325.10
POL-50-1-CR	Pole,50ft,Class 1,Creosote	A	1	\$791.50	\$0.00	\$0.00		\$121.68	\$159.86	\$85.96	\$85.64	\$279.86	\$0.00	\$1,524.50
POL-50-2-CR	Pole,50ft,Class 2,Creosote	A	6	\$3,469.02	\$0.00	\$0.00		\$730.08	\$754.38	\$515.76	\$375.36	\$1,679.16	\$0.00	\$7,523.76
SAA-3-CV	SAA,3 inch,Clevis	M	16	\$92.96	\$0.00	\$0.00		\$103.68	\$43.20	\$73.28	\$10.08	\$238.40	\$0.00	\$561.60
SAA-CL-336	SAA,Susp Clamp Light Angle,336	M	1	\$10.20	\$0.00	\$0.00		\$6.48	\$3.40	\$4.58	\$1.10	\$14.90	\$0.00	\$40.66
Total Company Direct Charges A/C				\$21,677.88	\$0.00	\$0.00	52.39%	\$3,819.60	\$4,511.38	\$2,698.34	\$2,345.72	\$8,785.01	\$0.00	\$43,837.93
3650000 OH Conductor and Devices														
CNC-SNB-2	CNC,Splice Non-Tension Bare,#6-#2	M	61	\$66.95	\$0.00	\$0.00		\$175.68	\$58.71	\$124.13	\$7.31	\$404.12	\$0.00	\$836.90
CND-HLC2	CND,Hot Line clamp #6-#2	M	4	\$28.27	\$0.00	\$0.00		\$0.00	\$4.52	\$0.00	\$3.05	\$0.00	\$0.00	\$35.84
CND-S20	CND,Stirrup #2 Open	M	4	\$25.51	\$0.00	\$0.00		\$25.92	\$11.16	\$18.31	\$2.76	\$59.61	\$0.00	\$143.27
CON-2-AAA-1-B-REEL	CON,#2 AWG,Alum Alloy,One,Bare,Reels	A	7396	\$1,110.50	\$0.00	\$0.00		\$998.46	\$450.29	\$705.32	\$120.15	\$2,296.47	\$0.00	\$5,681.19
CON-2-AAA-3-P	CON,#2 AWG,Alum Alloy,Three,Poly	A	84	\$58.61	\$0.00	\$0.00		\$11.34	\$12.47	\$8.01	\$6.34	\$26.08	\$0.00	\$122.85
DEC-20AL	DEC,#4 - #2/0 AA,AL,AS	M	63	\$476.43	\$0.00	\$0.00		\$771.12	\$286.80	\$544.74	\$51.51	\$1,773.60	\$0.00	\$3,904.20
DEG-2-SPA	DEG,#2,Slack Span Alum	M	10	\$42.00	\$0.00	\$0.00		\$28.80	\$14.60	\$20.30	\$4.50	\$66.20	\$0.00	\$176.40

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Region: AEP Texas District: 175 Area: Project Number: EDN100096 - Ds/TCC/Public Relocation
Work Request #: 82024023 Work Order #: DCP0330558
Dept ID: 11712

Account/ Assembly Unit	Description	Asset Type	Qty	Material Cost	Precap. Mati. Cost	Additional Item Cost	%	Standard Labor Labor Cost	Admin Overhd	Transpt Overhd	Material Overhd	Labor Overhd	Contractor Cost Adj	Total Cost
Company Contractor														
Construction														
3650000 OH Conductor and Devices														
DEG-2-SPAJ	DEG #2, Slack span Alum for J-neck	M	30	\$236.00	\$0.00	\$0.00		\$86.40	\$61.30	\$61.00	\$25.50	\$198.70	\$0.00	\$668.90
EQL-1-4-C-4-C-LC1	EQL, 1 Phase, #4, Sol, #4, Sol, 100a C/O	M	3	\$25.34	\$0.00	\$0.00		\$0.00	\$4.05	\$0.00	\$2.74	\$0.00	\$0.00	\$32.13
INS-15-D-S-C	INS, 15kV, Deadend, Polymer, Corr	M	63	\$2,432.37	\$0.00	\$0.00		\$0.00	\$389.13	\$0.00	\$263.13	\$0.00	\$0.00	\$3,084.63
INS-15-P-S-C	INS, 15kV, Pin, Silicon Polymer, Corr	M	64	\$746.47	\$0.00	\$0.00		\$230.40	\$182.40	\$162.79	\$80.82	\$529.92	\$0.00	\$1,932.80
JPR-2-AAA-1-B	JPR, #2, AWG, Alum Alloy, One, Bare	M	15	\$23.35	\$0.00	\$0.00		\$21.60	\$9.65	\$15.25	\$2.55	\$49.70	\$0.00	\$122.10
SAA-DI-2	SAA, Dead End Grip, Thimble	M	21	\$26.88	\$0.00	\$0.00		\$136.08	\$41.43	\$96.18	\$2.94	\$312.96	\$0.00	\$616.47
SWI-15-CO1-100-H	SWI, 15kV, Line Cutout 1PH, 100A, Hook	A	3	\$193.35	\$0.00	\$0.00		\$56.16	\$46.27	\$39.67	\$20.92	\$129.17	\$0.00	\$485.54
TIE-2-1TP-J	TIE, 2 AWG, Single Top, J Neck	M	18	\$51.78	\$0.00	\$0.00		\$0.00	\$8.28	\$0.00	\$5.58	\$0.00	\$0.00	\$65.64
TIE-2-SP3-N	TIE, 2 AWG, Spool 3in, Neutral/Sec	M	6	\$13.08	\$0.00	\$0.00		\$0.00	\$2.10	\$0.00	\$1.44	\$0.00	\$0.00	\$16.62
TIE-4-ALH-F	TIE, 4 AWG, AL Hand Tie, F Neck	M	96	\$8.18	\$0.00	\$0.00		\$0.00	\$1.30	\$0.00	\$0.89	\$0.00	\$0.00	\$10.37
Total Company Direct Charges A/C														
			\$5,565.07		\$0.00	\$0.00	34.86%	\$2,541.96	\$1,584.46	\$1,795.70	\$602.13	\$5,846.53	\$0.00	\$17,935.85
3680000 Transformer Devices														
EQL-1-4-C-2-S-X	EQL, 1 Ph, #4, CU Sol, #2, CU Str, Xfr	M	1	\$29.43	\$0.00	\$0.00		\$28.08	\$12.38	\$19.84	\$3.18	\$64.58	\$0.00	\$157.49
XCO-15-100-7	XCO, 15kV Polymer, 100 Amp, 7kA	A	1	\$68.51	\$0.00	\$0.00		\$11.52	\$14.11	\$8.14	\$7.41	\$26.50	\$0.00	\$136.19
Total Company Direct Charges A/C														
			\$97.94		\$0.00	\$0.00	0.54%	\$39.60	\$26.49	\$27.98	\$10.59	\$91.08	\$0.00	\$293.68
Construction Transfer														
3730000 Street Lighting & Signal Systems														
GND-LG-SL	GND, Lug, St Lt	M	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SLB-W-14-S-1-S	SLB, Wood, 14ft, Steel, 1Pos, Street	M	1	\$0.00	\$0.00	\$0.00		\$35.28	\$9.63	\$24.92	\$0.00	\$81.14	\$0.00	\$150.97
SLT-250-SRM	250W Multi-Volt Sodium Roadway Refractor	A	1	\$0.00	\$0.00	\$0.00		\$29.52	\$8.06	\$20.85	\$0.00	\$67.90	\$0.00	\$126.33
Total Company Direct Charges A/C														
			\$0.00		\$0.00	\$0.00	0.89%	\$64.80	\$17.69	\$45.77	\$0.00	\$149.04	\$0.00	\$277.30
Retirement														
3640000 Poles, Towers, and Fixtures														
ANC-DHM-10-84-D1	ANC, Dbl Hlx Mach, 10in, 84in, Db Eye 1in	M	2	\$0.00	\$0.00	\$0.00		\$12.96	\$3.54	\$9.16	\$0.00	\$29.81	\$0.00	\$55.47
ARM-8SF-GN-DL	ARM, 8ft Sgl, Fiberglass, Gain, DE Light	A	1	\$0.00	\$0.00	\$0.00		\$4.32	\$1.18	\$3.05	\$0.00	\$9.94	\$0.00	\$18.49
ARM-8SF-GN-TL	ARM, 8ft Sgl, Fiberglass, Gain, Tangent LD	A	6	\$0.00	\$0.00	\$0.00		\$25.92	\$7.08	\$18.30	\$0.00	\$59.64	\$0.00	\$110.94

Work Request Cost Estimate Detail

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Region: AEP Texas District: 175 Area: Project Number: EDN100096 - Ds/JCC/Public Relocation
Work Request #: 82024023 Work Order #: DCP0330558
Dept ID: 11712

Account/ Assembly Unit	Description	Asset Type	Qty	Material Cost	Precap. Mati. Cost	Additional Item Cost	%	Standard Labor Cost	Admin Overhd	Transpt Overhd	Material Overhd	Labor Overhd	Contractor Cost Adj	Total Cost
Company Contractor														
Retirement														
3640000 Poles, Towers, and Fixtures														
BKT-ARML-S	BKT,Crossarm inLin,Steel	M	4	\$0.00	\$0.00	\$0.00		\$17.28	\$4.72	\$12.21	\$0.00	\$39.74	\$0.00	\$73.95
GYD-MIPY	GYD,Marker-Plastic-Yellow	M	2	\$0.00	\$0.00	\$0.00		\$7.20	\$1.97	\$5.09	\$0.00	\$16.56	\$0.00	\$30.82
GYF-38-D-78P-EP	GYF,3/8,Down,78in Pole mt,EyePlate	M	3	\$0.00	\$0.00	\$0.00		\$23.76	\$6.49	\$16.78	\$0.00	\$54.65	\$0.00	\$101.68
GYW-38	GYW,3/8 in. EHS (15,400 lbs)	M	120	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PIN-15-PTP-K	Pin,15kV,Pole top,Contaminated	M	6	\$0.00	\$0.00	\$0.00		\$25.92	\$7.08	\$18.30	\$0.00	\$59.64	\$0.00	\$110.94
PIN-XAA	Pin,Crossarm,8in	M	14	\$0.00	\$0.00	\$0.00		\$20.16	\$5.53	\$14.21	\$0.00	\$46.34	\$0.00	\$86.24
PLD-EYE	PLD,Eyebolt Deadend	M	1	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PLD-EYE-ARM	PLD,Eyebolt Deadend, Arm	M	2	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POL-35-5-CR	Pole,35ft,Class 5,Creosote	A	1	\$0.00	\$0.00	\$0.00		\$35.28	\$9.63	\$24.92	\$0.00	\$81.14	\$0.00	\$150.97
POL-40-2-CR	Pole,40ft,Class 2,Creosote	A	2	\$0.00	\$0.00	\$0.00		\$70.56	\$19.26	\$49.84	\$0.00	\$162.28	\$0.00	\$301.94
POL-40-4-CR	Pole,40ft,Class 4,Creosote	A	3	\$0.00	\$0.00	\$0.00		\$105.84	\$28.89	\$74.76	\$0.00	\$243.42	\$0.00	\$452.91
POL-45-4-CR	Pole,45ft,Class 4,Creosote	A	1	\$0.00	\$0.00	\$0.00		\$44.64	\$12.19	\$31.53	\$0.00	\$102.67	\$0.00	\$191.03
Total Company Direct Charges A/C														
3650000 OH Conductor and Devices														
CND-HLC2	CND,Hot Line clamp #6-#2	M	3	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CND-S2O	CND,Stirrup #2 Open	M	3	\$0.00	\$0.00	\$0.00		\$4.32	\$1.18	\$3.05	\$0.00	\$9.94	\$0.00	\$18.49
CON-2-AAA-1-B	CON,#2 AWG,Alum Alloy,One,Bare,Coils	A	8420	\$0.00	\$0.00	\$0.00		\$303.13	\$82.77	\$214.14	\$0.00	\$697.17	\$0.00	\$1,297.21
CON-2-AAA-3-P	CON,#2 AWG,Alum Alloy,Three,Poly	A	84	\$0.00	\$0.00	\$0.00		\$3.02	\$0.83	\$2.14	\$0.00	\$6.96	\$0.00	\$12.95
CON-4-AAA-2-P	CON,#4 AWG,Alum Alloy,Two,Poly	A	100	\$0.00	\$0.00	\$0.00		\$3.60	\$0.98	\$2.54	\$0.00	\$6.28	\$0.00	\$15.40
EQL-1-4-C-4-LC1	EQL,1 Phase,#4,Sol,#4,Sol,100a C/O	M	3	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INS-15-D-S-C	INS,15kV,Deadend,Polymer,Corr	M	3	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
INS-15-P-S-C	INS,15kV,Pin,Silicon Polymer,Corr	M	20	\$0.00	\$0.00	\$0.00		\$57.60	\$15.73	\$40.67	\$0.00	\$132.47	\$0.00	\$246.47
SWI-15-CO1-100-H	SWI,15kV,Line Cutout 1PH,100A,Hook	A	3	\$0.00	\$0.00	\$0.00		\$19.44	\$5.31	\$13.73	\$0.00	\$44.71	\$0.00	\$83.19
Total Company Direct Charges A/C														
3680000 Transformer Devices														
EQL-1-4-C-2-S-X	EQL,1 Ph,#4,CU Sol,#2,CU Str,Xfr	M	1	\$0.00	\$0.00	\$0.00		\$10.08	\$2.75	\$7.12	\$0.00	\$23.18	\$0.00	\$43.13

Work Request Cost Estimate Detail

Region: AEP Texas District: 175 Area: Project Number: EDN100096 - Ds/TCC/Public Relocation
Work Request #: 82024023 Work Order #: DCP0330558
Dept ID: 11712

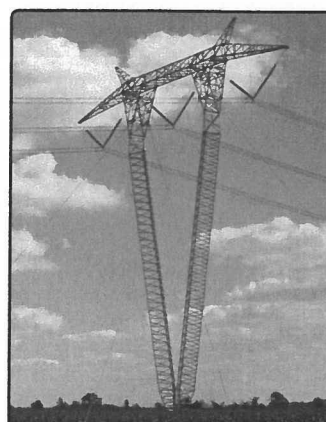
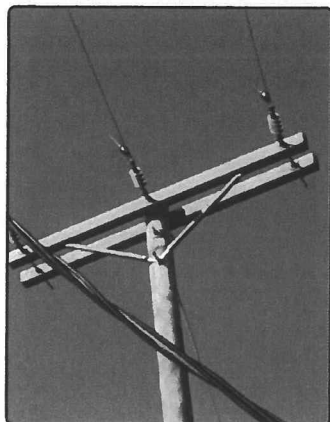
Account/ Assembly Unit	Description	Asset Type	Qty	Material Cost	Precap. Mati. Cost	Additional Item Cost	%	Standard Labor Labor Cost	Admin Overhd	Transpt Overhd	Material Overhd	Labor Overhd	Contractor Cost Adj	Total Cost
Retirement														
3680000	Transformer Devices													
XCO-15-100-7	XCO,15kVPolymer,100 Amp,7kA	A	1	\$0.00	\$0.00	\$0.00		\$5.76	\$1.57	\$4.07	\$0.00	\$13.25	\$0.00	\$24.65
Total Company Direct Charges A/C														
3730000	Street Lighting & Signal Systems													
GND-LG-SL	GND,Lug,St Lt	M	1	\$0.00	\$0.00	\$0.00		\$0.45	\$0.12	\$0.32	\$0.00	\$1.04	\$0.00	\$1.93
SLB-W-14-S-1-S	SLB,Wood,14ft,Steel,1Pos,Street	M	1	\$0.00	\$0.00	\$0.00		\$11.52	\$3.15	\$8.14	\$0.00	\$26.50	\$0.00	\$49.31
SLT-250-SRM	250W Multi-Volt Sodium Roadway Refractor	A	1	\$0.00	\$0.00	\$0.00		\$12.24	\$3.34	\$8.65	\$0.00	\$28.15	\$0.00	\$52.38
Total Company Direct Charges A/C														
Total Work Request Charges:				\$27,340.89	\$0.00	\$0.00		\$9999999996*	\$6,365.31	\$5,150.51	\$2,958.44	\$16,769.14	\$0.00	\$65,875.25
Total Work Order Costs				\$65,875.25										

Job Site Hours/Labor Cost Breakdown:	Job Site Hours	Labor Cost	Inaccessibility	Small Job	De-energized	Travel	Total Labor Cost
AEP	161.95	\$7,290.96	\$0.00	\$0.00	\$0.00	\$0.00	\$7,290.96
Total Job Site Hours/Labor Cost:	161.95	\$7,290.96	\$0.00	\$0.00	\$0.00	\$0.00	\$7,290.96

* - Amount should be zero for all Contract work requests.
** - No cu bid group or rate for this contractor.

Look Up for Lines

Keep a Safe Distance from All Overhead Power Lines



Most contact with overhead power lines is accidental, but can result in severe injuries and even death. Fortunately, most, if not all, electrical accidents can be prevented. Before you begin any job, whether it's installing a TV antenna on your roof or constructing a new building, it's important to be aware of power line locations and the necessary safety precautions.

Working Around Electricity

Electricity always attempts to travel to the ground and will follow all paths to get there. If a conductor of electricity becomes available, the electricity will follow that path to ground. Tools and equipment you use, and even your own body, are excellent conductors.

What does this mean? Let's say you're using a ladder to do some work around your house. If that ladder accidentally touches an overhead power line, the ladder (and you) could become the path for the electricity, sending electricity through the ladder and your body, which can cause severe injuries or even death.

Minimum Clearances

Always look up first for overhead power lines. If you see some in the area, there is a MINIMUM clearance of 10 feet which should be maintained. The minimum clearance increases as the voltage increases. Minimum clearances also can be affected by weather conditions, the type of work being performed, the equipment being used and other factors. Additional minimum clearances for various voltages are shown in this chart.

Line Voltage	Minimum Clearances
Up to 50,000 volts	10 feet
50,000 to 200,000 volts	15 feet
200,000 to 350,000 volts	20 feet
350,000 to 500,000 volts	25 feet
500,000 to 750,000 volts	35 feet
750,000 to 1,000,000 volts	45 feet

Equipment and Overhead Lines

- Use a clean, dry wood or fiberglass ladder if electric lines are anywhere in the area. They are less likely to conduct electricity than a metal ladder.
- When installing an antenna, position it at least 1.5 times its total length away from power lines. If it starts to fall, let it go and stay clear.
- Be certain to maintain a safe clearance when the bed of a dump truck is raised.
- Know the minimum distance a crane can operate safely near a power line. Keep all parts of the crane and its load outside this area. If your crane does come in contact with an overhead line, don't leave the cab, call 9-1-1 and the power company immediately.
- Designate a worker responsible for signaling the crane operator when any part of the crane or its load approaches the minimum clearance limit. The worker should never touch the crane.
- Some jobs may require the line be de-energized to complete the task safely. The power company will work with you to determine if this is needed.
- Do not rely on proximity warning devices such as hook insulators or boom guards, because each has its limitations.
- Take time to plan any job and contact your local power company if you have any questions.



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-17

RESOLUTION 2023-17 – APPROVAL OF CONTRACT AMENDMENT NUMBER 8 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL NUMBER 3 TO WORK AUTHORIZATION NUMBER 3

THIS RESOLUTION is adopted this 28th day of March 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to work authorization number 4 to \$85,846.48 with HDR Engineering, Inc.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of \$289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-17 approving of Contract Amendment Number 8 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount for Supplemental Number 3 to Work Authorization number 3 in the amount of \$289,198.08.

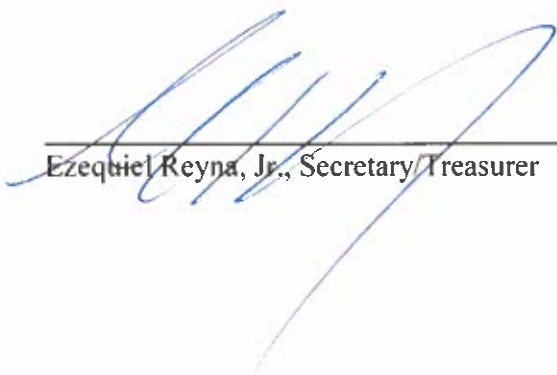
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Resolution 2023-17 – Approval of Contract Amendment Number 8 for Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 8 to Work Authorization 3 to the Professional Services Agreement with HDR.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of March 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NUMBER 8
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

**CONTRACT AMENDMENT NO. 8
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS CONTRACT AMENDMENT is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

Article II Agreement Period

This revised Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2024.

Article III Compensation

Article III Compensation shall be amended to increase the amount payable under this contract from \$2,946,206.23 to \$3,235,404.31 for a total increase of \$289,198.08 due to additional scope and effort outlined in Supplemental No. 3 to Work Authorization No. 3.

This Contract Amendment No. 8 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Contract Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)
David C. Weston

(Printed Name)

Vice President

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)

Executive Director

(Title)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2023-18

Consideration and Approval of an Agreement with Magic Valley Electric Cooperative for Participation in Relocation of electrical line at Jackson Road and Juan Balli Road for the 365 Tollway Project.

THIS RESOLUTION is adopted this 28th day of March , 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-73, pursuant to Sections 370.033 and 370.170 of the Act, the Authority has the power and authority to request an implement the relocation of a public utility facility located in, on, along, over, or under the Project;

WHEREAS, Magic Valley Electric Cooperative is eligible for Federal Aid cost participation in accordance with the provisions of 23 CFR 645 A&B. The utility has right of occupancy in its existing location as it holds an easement, or another real property interest, therefore the eligibility ratio is 50%;

WHEREAS, the Authority finds it necessary to approve Resolution 2023-18, approval of RU35 Agreement with Magic Valley Electric Cooperative for participation in relocation of electrical distribution line at Jackson Road and Juan Balli Road for the 365 Tollway in the amount of \$24,065.60;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Resolution 2023-18, approval of agreement U-0031-004 with Magic Valley Cooperative for \$24065.60 [50% participation] in relocation of electrical distribution line for the 365 Tollway

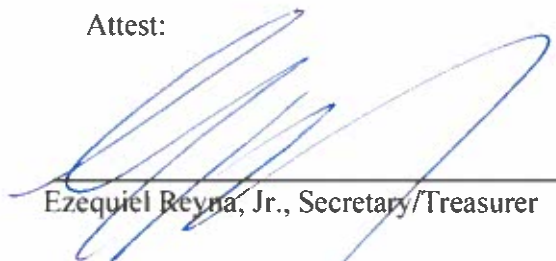
Section 3. The Board hereby authorizes the Executive Director to execute and final the authorized construction contract with Magic Valley Cooperative.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 28th day of March, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman

Attest:



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

AGREEMENT

BETWEEN

MVEC

AND

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

FOR

UTILITY

RELOCATION OF

365 TOLLWAY PROJECT

FINAL



Form ROW-U-35
(Rev. 08/19)
Page 1

APPROVED

By Ramon Navarro IV, P.E. at 2:28 pm, Dec 22, 2021

STANDARD UTILITY AGREEMENT

U-Number: **U-0031-004**

District: PHARR
Federal Project No.: DMO2013(420)
ROW CSJ: 0921-02-368
Highway Project Letting Date: SEPT. 2021

County: HIDALGO
Highway: 365 TOLL
From: FM396(ANZALDUAS HIGHWAY) at GSA CONNECTOR
To: US281(MILITARY HIGHWAY)

This Agreement by and between the Hidalgo County Regional Mobility Authority, ("**Authority**"), and **Magic Valley Electric Cooperative.**, ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **Authority**.

WHEREAS, the **Authority** has deemed it necessary to make certain highway improvements as designated by the **Authority** and approved by the Federal Highway Administration within the limits of the highway as indicated above (the "**Highway Project**");

WHEREAS, the proposed Highway Project will necessitate the adjustment, removal, and/or relocation of certain facilities of the **Utility** as indicated in the following statement of work: **adjustment and/or relocation of overhead electrical power lines and poles at approximate station 1018+00; and more specifically as shown in the Utility's plans, specifications and estimated costs, which are attached hereto as Attachment "A"**.

WHEREAS, the **Authority** will participate in the costs of the adjustment, removal, and relocation of certain facilities to the extent as may be eligible for State and/or Federal participation.

WHEREAS, the **Authority**, upon receipt of evidence it deems sufficient, acknowledges the **Utility's** interest in certain lands and facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **Authority** will pay to the **Utility** the costs incurred in adjustment, removal, and relocation of the **Utility's** facilities up to the amount said costs may be eligible for **Authority's** participation.

All conduct under this agreement, including but not limited to the adjustment, removal, and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with all applicable federal and state laws, rules and regulations, including, without limitation, the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. §§ 4601, et seq., the National Environmental Policy Act, 42 U.S.C. §§ 4321, et seq., the Buy America provisions of 23 U.S.C. § 313 and 23 CFR 635.410, as amended, Texas Transportation Code § 223.045, the Utility Relocations, Adjustments, and Reimbursements provisions of 23 CFR 645, Subpart A, and the Utility Accommodation provisions of 23 CFR 645, Subpart B.

The **Utility** shall supply, upon request by the **Authority**, proof of compliance with the aforementioned laws, rules, regulations, and guidelines prior to the commencement of the adjustment, removal, and relocation of the facility.

The **Utility** shall not commence any physical work, including without limitation site preparation, on the State's right of way or future right of way, until Authority provides the Utility with written authorization to proceed with the physical work upon Authority completion and clearance of its environmental review of the Highway Project. Any such work by the Utility prior to Authority's written authorization to proceed will not be eligible for reimbursement and the Utility

is responsible for entering any property within the proposed limits of the Highway Project that has not yet been

[Signature]
Initial Date
HCRMA

[Signature] 12-14-21
Initial Date
Utility

acquired by Authority. This written authorization to proceed with the physical work is in addition to the authorization to commence work outlined below. Notwithstanding the foregoing, the provisions of this paragraph are required only when Authority has not obtained completion and clearance of its environmental review of the Highway Project prior to the execution of this Agreement by the HCRMA and the Utility.

The **Utility** shall comply with the Buy America provisions of 23 U.S.C. § 313, 23 CFR 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code § 223.045 and, when products that are composed predominately of steel and/or iron are incorporated into the permanent installation of the utility facility, use domestically manufactured products. HCRMA Form 1818 (Material Statement), along with all required attachments, must be submitted, prior to the commencement of the adjustment, removal, and relocation of the facility, as evidence of compliance with the aforementioned provisions. Failure to submit the required documentation or to comply with the Buy America, and Steel and Iron Preference requirements shall result in: (1) the **Utility** becoming ineligible to receive any contract or subcontract made with funds authorized under the Intermodal Surface Transportation Efficiency Act of 1991; (2) the **Authority** withholding reimbursement for the costs incurred by the **Utility** in the adjustment, removal, and relocation of the **Utility's** facilities; and (3) removal and replacement of the non-compliant products.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **Authority**, or may, with the **Authority's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by the **Utility**. The Utility acknowledges that only documented actual costs will be paid by the HCRMA. Bills for work hereunder are to be submitted to the **Authority** not later than one (1) year after completion of the work. Failure to submit the request for final payment, in addition to all supporting documentation, within one (1) year after completion of the work may result in forfeiture of payment for said work.

When requested, the **Authority** will make intermediate payments at not less than monthly intervals to the **Utility** when properly billed. Such payments will not exceed 90 percent (90%) of the eligible cost, \$24,065.60 (50% of \$48,131.20), as shown in each such billing. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

The **Authority** will, upon satisfactory completion of the adjustment, removal, and/or relocation and upon receipt of final billing prepared in an approved form and manner and accounting for any intermediate payments, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **Authority** reimbursement.

Alternatively, the **Authority** agrees to pay the **Utility** an agreed lump sum of \$24,065.60 (50% of \$48,131.20) as supported by the attached estimated costs. The **Authority** will, upon satisfactory completion of the adjustments, removals, and relocations and upon receipt of a final billing, make payment to the **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **Authority** will, by written notice, authorize the **Utility** to perform such work diligently and to conclude said adjustment, removal, and relocation by the stated completion date which is attached hereto in Attachment "C". The completion date shall be extended for delays caused by events outside the **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **Authority** or any other party with the **Utility's** ability to proceed with the work, or any other event in which the **Utility** has exercised all due care in the prevention thereof so that the causes of other events are beyond the control and without the fault or negligence of the **Utility**.

This agreement in its entirety consists of the following elements:

- Standard Utility Agreement with ROWE Estimate (B);
• Schedule of Work (Attachment "C");
• Statement Covering Contract Work – ROW-U-48 (Attachment "D");

RW 12/14/21
Initial Date
HCRMA

Cg 12-14-21
Initial Date
Utility

- Utility Joint Use Acknowledgment – ROW-U-JUAA and/or Utility Installation Request – Form 1082 (Attachment “E”);
- Eligibility Ratio (Attachment “F”);
- Betterment Calculation and Estimate (Attachment “G”); and
- Proof of Property Interest – ROW-U-1A, ROW-U-1B, or ROW-U-1C (Attachment “H”).



All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **Authority** and the **Utility**.


This agreement is subject to cancellation by the **Authority** at any time up to the date that work under this agreement has been authorized, and such cancellation will not create any liability on the part of the **Authority**. However, the **Authority** will review and reimburse the **Utility** for eligible costs incurred by the **Utility** in preparation of this Agreement.

The HCRMA Auditor may conduct an audit or investigation of any entity receiving funds from the **Authority** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the HCRMA or and State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the HCRMA and or state auditor with access to any information the HCRMA and or state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights that the **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, and relocation at its own risk, and that the **Authority** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.


Initial

Date
HCRMA


Initial
12-14-21
Date
Utility

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: Magic Valley Electric Cooperative
Name of Utility

By: *Carlos Guajardo*
Authorized Signature

Carlos Guajardo
Print or Type Name

Title: Western Division Engineering Manager

Date: 12-14-21

EXECUTION RECOMMENDED:

[Handwritten Signature]
Chief Construction Engineer, HCRMA

RH *12/14/21*
Initial Date
HCRMA

Cg 12-14-21
Initial Date
Utility

Attachment "A"

Plans, Specifications, and Estimated Costs

All material items that must meet Buy America or Steel and Iron Preference Provision requirements must be indicated with an asterisk (*).

RTV 12/21
Initial Date
HCRMA

Cg 12-14-21
Initial Date
Utility



Project: **19024**
 Budget: **611.00: LINE RELOCATIONS**
 Staked: **JASON LOZANO**
 Date: **12/08/2021**

Sheet ID: **21830**
 Name: **U-0031-004 JACKSON & JUAN BALLI UNDERGROUND BORE**
 Svc Order:
 Rate:

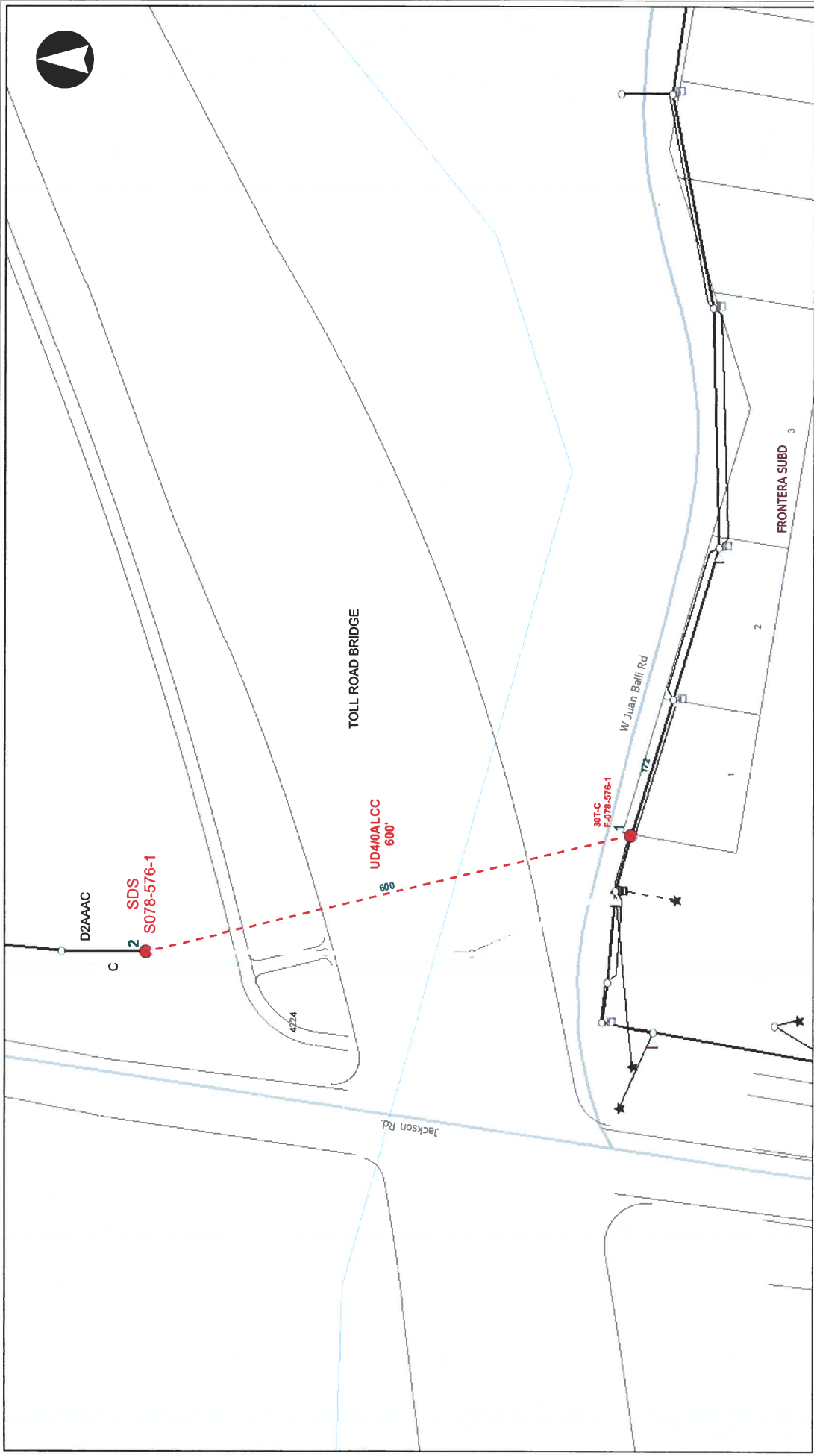
<p>LOCATION</p> <p>Address: JACKSON RD / JUAN BALLI RD</p> <p>Account:</p> <p>Name: U-0031-004 JACKSON & JUAN BALLI UNDERGROUND BORE</p> <p>Telephone:</p> <p>City/St/Zip: PHARR / TEXAS / 78577</p> <p>County: HIDALGO</p> <p>Map #: 1078181576297</p> <p>Subdivision:</p> <p>Lot/Block: /</p> <p>CONSTRUCTION INFORMATION</p> <p>Substation: Las Milpas</p> <p>Circuit: L340</p> <p>Phase: C</p> <p>REQUIREMENTS</p> <p>Joint: <input type="checkbox"/> Date: Info:</p> <p>Hwy Pmt: <input type="checkbox"/> Date: Pmt:</p> <p>Mtr Permit: <input type="checkbox"/> Date: Pmt:</p> <p>RR Permit: <input type="checkbox"/> Date: Pmt:</p> <p>Easements: <input type="checkbox"/> Date: Doc:</p> <p>Locates: <input checked="" type="checkbox"/> Date: Tckt:</p> <p>Cleared:</p>	<p>METERING</p> <p>Book: 4224</p> <p>Seq:</p> <p>LOAD INFORMATION</p> <p>Exist. kW: Sq. Ft:</p> <p>New kW: A/C Ton:</p> <p>Total kW: Flkr Volt:</p> <p>DISTRICTS</p> <p>County: 01 City: 03</p> <p>School: 012 Road: 12</p> <p>Water: 002 Nav:</p> <p>Drain: 001 Fire:</p> <p>Board: 5</p> <p>TRACKING</p> <p>Created: 12/08/2021</p> <p>Designed: 12/08/2021</p> <p>Approved: 12/10/2021 <i>Jason Lozano</i></p> <p>Released:</p> <p>Inspected:</p> <p>Completed:</p> <p>Posted:</p>
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NOTES 1 NEED TO BORE 600' NEW UNDERGROUND PRIMARY

NOTES 2 TO BE WORKED WITH PI 19077

CONDUCTOR SUMMARY						
STATUS	CONDUCTOR	PHASE	OH/UG	TYPE	LINE (FT)	TOTAL (FT)
INSTALL	UD4/0ALCC	1PH	UG	PRIMARY	600	725

STATISTICAL SUMMARY									
		PRI	SEC	SVC	CONS	SL	MET	TRA	POLES
INSTALL	OH:	-	-	-	-	-	-	-	-
INSTALL	UG:	600	-	-	-	-	-	-	-
RETIRE	OH:	-	-	-	-	-	-	-	-
RETIRE	UG:	-	-	-	-	-	-	-	-



[Handwritten signature]



Job ID: **21830**
 Job Name: **U-0031-004 JACKSON & JUAN BA**
 Project ID: **19024**
 Service Order:
 Staked By/Date: **JASON LOZANO** **12/08/2021**

Location	Assembly	Quantity	Status	Comments
1	40-3	1	EXISTING	
	D4/OAAAC	172	EXISTING	
	D559AAAC	516	EXISTING	
	E1.1	1	EXISTING	
	E1.1L	3	EXISTING	
	F2.10	1	EXISTING	
	F2.12	2	EXISTING	
	J3.1	1	EXISTING	
	K1.3	1	EXISTING	
	VC5.31L	1	EXISTING	
	H1.1X	1	INSTALL	
	UA2	1	INSTALL	
2	40-5	1	EXISTING	
	E1.1	1	EXISTING	
	F2.10	1	EXISTING	
	H1.1	1	EXISTING	
	VA5.1	1	EXISTING	
	UA2	1	INSTALL	
	UD4/0ALCC	725	INSTALL	
	UD-BORE-4	600	INSTALL	



Project: **19024**
 CWP: **LINE RELOCATIONS**
 Staked: **JASON LOZANO**
 Date: **12/08/2021**

Sheet ID: **21830**
 Name: **U-0031-004 JACKSON & JUAN BA**
 Svc Order:
 Rate:

INSTALL

UNIT	QTY	STATUS	CHARGES APPLIED	MATERIAL	LABOR	COST
UD4/0ALCC	725	INSTALL COLD	LABOR & MATERIAL	\$ 4,350.00	\$ 529.25	\$ 4,879.25
UD-BORE-4	600	INSTALL COLD	LABOR & MATERIAL	\$ -	\$ 12,444.00	\$ 12,444.00
UA2	2	INSTALL COLD	LABOR & MATERIAL	\$ 717.40	\$ 627.38	\$ 1,344.78
H1.1X	1	INSTALL COLD	LABOR & MATERIAL	\$ 18.27	\$ 32.09	\$ 50.36
				\$ 5,085.67	\$ 13,632.72	\$ 18,718.39



AID TO CONSTRUCTION

12/09/2021

From: **MAGIC VALLEY ELECTRIC COOPERATIVE**
PO BOX 267
MERCEDES, TX 78570 - 0267

To: HCRMA 365 TOLLWAY UTILITIES
JACKSON & JUAN BALLI RD
PHARR TX, 78577

Phone #: (956) 289 - 4000
(866) 225 - 5683
Fax #: (956) 565 - 6931

Contact #: RAMON NAVARRO

ENGINEERING DEPARTMENT CONTACT

Field Rep: **JASON LOZANO**
Extension: **4086**
Mobile: **(956) 207-2480**
Eng. Aides: **MEHRAN KOLAHYAN - ext: 4041**
ELIZABETH ALANIZ - ext: 4042

ENGINEERING DETAILS

SheetID: **21830**
ProjectID: **19024**
Type: **MAINTENANCE**

ACCOUNTING

LABOR

Install: \$ **17,722.54**
Retire: \$ **0.00**

TAXES

City: \$
State: \$

TOTALS

Material Cost:	\$	5,085.67
Labor Cost: +30% Administrative Fees	\$	17,722.54
Sub-Total:	\$	22,808.20
Transformer Cost:	\$	0.00
Transformer Credit:	\$	-
MVEC Credit:	\$	-
After Credits:	\$	22,808.20
Taxes:	\$	
TOTAL DUE:	\$	22,808.20

Signature

Date

Magic Valley Electric Cooperative has estimated the non-refundable "Aid to Construction" after MVEC applicable credits have been given dependent on type of service requested. Member shall provide the total cost prior to the installation of MVEC owned electrical facilities; the job will be schedule for construction only after full payment. If this cost estimate is approved please let us know and we will send an invoice via mail to the address on file for the account. Invoice figures are applicable for 30 days, after 30 days the cost may have to be updated to reflect current material and labor costs. Contact us if you have any questions. Thank you.



ACCOUNTING MEMO

To: **Accounting Department**
 From: **Engineering Department**

Sheet ID: **21830**
 Project ID: **19024**
 Date: **12/09/2021**

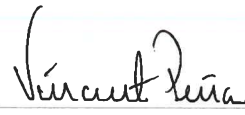
Name: **HIDALGO COUNTY REGIONAL
 MOBILITY AUTHORITY**
 Billing Address: **203 W PARK AVE, PHARR TX 78577**

Account:

Contact #: **RAMON NAVARRO**

Type: **MAINTENANCE**

DESCRIPTION	GL CODE		AMOUNT
Engineering Fees West:	5880000-3209	\$	-
Engineering Fees East:	5880000-3109	\$	-
Overhead Transformer:	3680030-3680070	\$	-
Underground Transformer:	3680071-3680104	\$	-
Material + Labor:	1072000	\$	22,808.20
Retirement:	1088000	\$	-
State Taxes:	2365000	\$	
City Taxes:	2365100	\$	

 Signature	12/10/2021 Date	TOTAL:	\$ 22,808.20
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TRANSFORMER SUMMARY

TRANSFORMER SIZE	STATUS	QUANTITY
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Project: **18769**
 Budget: **611.00: LINE RELOCATIONS**
 Staked: **JASON LOZANO**
 Date: **11/30/2021**

Sheet ID: **21573**
 Name: **U-0031-004 JACKSON & JUAN BALLI RD**
 Svc Order:
 Rate:

<p>LOCATION</p> <p>Address: JACKSON RD / JUAN BALLI RD</p> <p>Account:</p> <p>Name: U-0031-004 JACKSON & JUAN BALLI RD</p> <p>Telephone:</p> <p>City/St/Zip: PHARR / TX / 78577</p> <p>County: HIDALGO</p> <p>Map #: 1078116576306</p> <p>Subdivision:</p> <p>Lot/Block: /</p> <p>CONSTRUCTION INFORMATION</p> <p>Substation: Las Milpas</p> <p>Circuit: L340</p> <p>Phase: ABC</p> <p>REQUIREMENTS</p> <p>Joint: <input type="checkbox"/> Date: Info:</p> <p>Hwy Pmt: <input type="checkbox"/> Date: Pmt:</p> <p>Mtr Permit: <input type="checkbox"/> Date: Pmt:</p> <p>RR Permit: <input type="checkbox"/> Date: Pmt:</p> <p>Easements: <input type="checkbox"/> Date: Doc:</p> <p>Locates: <input checked="" type="checkbox"/> Date: Tckt:</p> <p>Cleared:</p>	<p>METERING</p> <p>Book: 4224</p> <p>Seq:</p> <p>LOAD INFORMATION</p> <p>Exist. kW: Sq. Ft:</p> <p>New kW: A/C Ton:</p> <p>Total kW: Flkr Volt:</p> <p>DISTRICTS</p> <p>County: 01 City: 03</p> <p>School: 012 Road: 12</p> <p>Water: 002 Nav:</p> <p>Drain: 001 Fire:</p> <p>Board: 5</p> <p>TRACKING</p> <p>Created: 11/30/2021</p> <p>Designed: 11/30/2021</p> <p>Approved: 12/09/2021 </p> <p>Released:</p> <p>Inspected:</p> <p>Completed:</p> <p>Posted:</p>
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NOTES 1 **NEED TO REROUTE OVERHEAD PRIMARY TO NEW ROW.**

NOTES 2

CONDUCTOR SUMMARY						
STATUS	CONDUCTOR	PHASE	OH/UG	TYPE	LINE (FT)	TOTAL (FT)
INSTALL	D4/0AAAC	-	OH	PRIMARY	260	260
INSTALL	D559AAAC	3PH	OH	PRIMARY	260	780
INSTALL	D2TX	-	OH	SECONDARY	80	80
RETIRE	D2AAAC	1PH	OH	PRIMARY	110	220
RETIRE	D4/0AAAC	-	OH	PRIMARY	383	383
RETIRE	D559AAAC	3PH	OH	PRIMARY	383	1149
RETIRE	D4DX	-	OH	SECONDARY	50	50

STATISTICAL SUMMARY									
		PRI	SEC	SVC	CONS	SL	MET	TRA	POLES
INSTALL	OH:	325	80	-	-	-	-	1	4
INSTALL	UG:	-	-	-	-	-	-	-	-
RETIRE	OH:	493	50	-	-	-	-	1	3
RETIRE	UG:	-	-	-	-	-	-	-	-



Job ID: **21573**
 Job Name: **U-0031-004 JACKSON & JUAN BA**
 Project ID: **18769**
 Service Order:
 Staked By/Date: **JASON LOZANO** **11/30/2021**

Location	Assembly	Quantity	Status	Comments
1	40-3	1	EXISTING	
	D4/OAAAC	172	EXISTING	
	D559AAAC	516	EXISTING	
	E1.1	1	EXISTING	
	E1.1L	3	EXISTING	
	F2.10	1	EXISTING	
	F2.12	2	EXISTING	
	J3.1	1	EXISTING	
	K1.3	1	EXISTING	
	VC5.31L	1	EXISTING	
	VC5.21X	1	INSTALL	
	VC5.21X	1	RETIRE	
2	50-3	1	INSTALL	
	D4/OAAAC	50	INSTALL	(N)
	D559AAAC	150	INSTALL	
	K1.1	1	INSTALL	
	P2.1	1	INSTALL	
	VC2.2PE	1	INSTALL	
	VC5.21L	2	INSTALL	USE POLYMER BELLS
3	45-3	1	INSTALL	
	D4/OAAAC	65	INSTALL	(N)
	D559AAAC	195	INSTALL	
	P2.1	1	INSTALL	
	VC1.11PE	1	INSTALL	
4	45-3	1	INSTALL	
	D4/OAAAC	65	INSTALL	(N)
	D559AAAC	195	INSTALL	
	H1.1	1	INSTALL	
	K.TIE	1	INSTALL	
	K1.1	1	INSTALL	
	VC2.52PE	1	INSTALL	
	VG1.5.10	1	INSTALL	
	VP1.01	1	INSTALL	
VS1.1	1	INSTALL		



Job ID: **21573**
 Job Name: **U-0031-004 JACKSON & JUAN BA**
 Project ID: **18769**
 Service Order:
 Staked By/Date: **JASON LOZANO** **11/30/2021**

Location	Assembly	Quantity	Status	Comments
5	50-3	1	INSTALL	
	D4/OAAAC	80	INSTALL	(N)
	D559AAAC	240	INSTALL	
	E7.1	3	INSTALL	
	F2.20	2	INSTALL	
	P2.1	1	INSTALL	
	VC2.2PE	2	INSTALL	
	VC5.21L	1	INSTALL	USE POLYMER BELLS
	VC5.71E	1	INSTALL	
6	D4DX	40	EXISTING	REROUTE TO P2
	T26.17L	1	EXISTING	RELOCATE TO P2
	45-5	1	RETIRE	
	D4/OAAAC	40	RETIRE	(N)
	D559AAAC	120	RETIRE	
	E7.1	3	RETIRE	
	F2.20	2	RETIRE	
	J3.1	1	RETIRE	
	K1.1	1	RETIRE	
	P2.1	1	RETIRE	
	VC5.21X	1	RETIRE	
	VC5.31L	1	RETIRE	
7	T26.17L	1	EXISTING	
	50-3	1	RETIRE	
	D2AAAC	220	RETIRE	OPEN SEC
	D4/OAAAC	110	RETIRE	(N)
	D559AAAC	330	RETIRE	
	E7.1	3	RETIRE	
	F2.20	2	RETIRE	
	J3.1	1	RETIRE	
	P2.1	1	RETIRE	
	VC5.21X	1	RETIRE	
	VC5.31L	1	RETIRE	
8	T26.17L	1	EXISTING	RELOCATE TO P4
	50-3	1	RETIRE	



Job ID: **21573**

Job Name: **U-0031-004 JACKSON & JUAN BA**

Project ID: **18769**

Service Order:

Staked By/Date: **JASON LOZANO**

11/30/2021

Location	Assembly	Quantity	Status	Comments
8	D4/OAAAC	50	RETIRE	(N)
	D4DX	50	RETIRE	
	D559AAAC	150	RETIRE	
	K1.1	1	RETIRE	
	P2.1	1	RETIRE	
	VA2.021	1	RETIRE	
	VC5.21L	2	RETIRE	
9	45-3	1	EXISTING	
	K1.1	1	EXISTING	
	K1.1	1	INSTALL	
	D4/OAAAC	63	RETIRE	
	D559AAAC	189	RETIRE	
	H1.1X	1	RETIRE	
	P2.1	1	RETIRE	
	VC5.21X	1	RETIRE	
	VC5.31L	1	RETIRE	
	VG1.5.10	1	RETIRE	
10	D4/OAAAC	120	RETIRE	(N)
	D559AAAC	360	RETIRE	
11	D2TX	80	INSTALL	



Project: **18769**
 CWP: **LINE RELOCATIONS**
 Staked: **JASON LOZANO**
 Date: **11/30/2021**

Sheet ID: **21573**
 Name: **U-0031-004 JACKSON & JUAN BA**
 Svc Order:
 Rate:

INSTALL

UNIT	QTY	STATUS	CHARGES APPLIED	MATERIAL	LABOR	COST
VG1.5.10	1	INSTALL COLD	LABOR & MATERIAL	\$ 1,061.56	\$ 81.84	\$ 1,143.40
VP1.01	1	INSTALL COLD	LABOR & MATERIAL	\$ 31.80	\$ 73.16	\$ 104.96
K1.1	3	INSTALL COLD	LABOR & MATERIAL	\$ 18.99	\$ 93.00	\$ 111.99
VC1.11PE	1	INSTALL COLD	LABOR & MATERIAL	\$ 229.67	\$ 139.50	\$ 369.17
VC2.2PE	3	INSTALL COLD	LABOR & MATERIAL	\$ 139.92	\$ 125.55	\$ 265.47
P2.1	3	INSTALL COLD	LABOR & MATERIAL	\$ 15.15	\$ 96.72	\$ 111.87
VC5.21L	3	INSTALL COLD	LABOR & MATERIAL	\$ 824.28	\$ 240.00	\$ 1,064.28
VC5.21X	1	INSTALL COLD	LABOR & MATERIAL	\$ 179.45	\$ 104.58	\$ 284.03
VC5.71E	1	INSTALL COLD	LABOR & MATERIAL	\$ 1,184.95	\$ 231.88	\$ 1,416.83
VC2.52PE	1	INSTALL COLD	LABOR & MATERIAL	\$ 403.23	\$ 196.85	\$ 600.08
VS1.1	1	INSTALL COLD	LABOR & MATERIAL	\$ 155.43	\$ 102.92	\$ 258.35
D4/0AAAC	260	INSTALL COLD	LABOR & MATERIAL	\$ 514.80	\$ 169.00	\$ 683.80
50-3	2	INSTALL COLD	LABOR & MATERIAL	\$ 1,202.12	\$ 534.76	\$ 1,736.88
D559AAAC	780	INSTALL COLD	LABOR & MATERIAL	\$ 2,090.40	\$ 748.80	\$ 2,839.20
H1.1	1	INSTALL COLD	LABOR & MATERIAL	\$ 18.27	\$ 44.21	\$ 62.48
D2TX	80	INSTALL COLD	LABOR & MATERIAL	\$ 248.00	\$ 64.00	\$ 312.00
F2.20	2	INSTALL COLD	LABOR & MATERIAL	\$ 1,332.62	\$ 525.76	\$ 1,858.38
E7.1	3	INSTALL COLD	LABOR & MATERIAL	\$ 428.16	\$ 301.32	\$ 729.48
45-3	2	INSTALL COLD	LABOR & MATERIAL	\$ 936.00	\$ 521.92	\$ 1,457.92
				\$ 11,014.80	\$ 4,395.77	\$ 15,410.57

RETIRE

UNIT	QTY	STATUS	CHARGES APPLIED	MATERIAL	LABOR	COST
F2.20	4	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 854.36	\$ 854.36
P2.1	4	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 83.84	\$ 83.84
VA2.021	1	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 38.08	\$ 38.08
E7.1	6	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 489.66	\$ 489.66
D559AAAC	1149	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 953.67	\$ 953.67
VC5.21L	2	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 120.00	\$ 120.00
D4DX	50	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 26.80	\$ 26.80
VC5.31L	3	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 321.30	\$ 321.30
50-3	2	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 347.58	\$ 347.58

VG1.5.10	1	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 53.20	\$ 53.20
J3.1	2	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 40.30	\$ 40.30
D4/0AAAC	383	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 268.10	\$ 268.10
K1.1	2	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 40.30	\$ 40.30
H1.1X	1	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 20.86	\$ 20.86
45-5	1	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 169.62	\$ 169.62
D2AAAC	220	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 63.80	\$ 63.80
VC5.21X	4	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 241.92	\$ 241.92
				\$ -	\$ 4,133.39	\$ 4,133.39



AID TO CONSTRUCTION

12/02/2021

From: **MAGIC VALLEY ELECTRIC COOPERATIVE**
 PO BOX 267
 MERCEDES, TX 78570 - 0267

To: HCRMA 365 TOLLWAY UTILITIES
 JACKSON RD / JUAN BALLI RD
 PHARR TX, 78577

Phone #: (956) 289 - 4000
 (866) 225 - 5683
 Fax #: (956) 565 - 6931

Contact #: RAMON NAVARRO

ENGINEERING DEPARTMENT CONTACT

Field Rep: **JASON LOZANO**
 Extension: **4086**
 Mobile: **(956) 207-2480**
 Eng. Aides: **MEHRAN KOLAHYAN - ext: 4041**
ELIZABETH ALANIZ - ext: 4042

ENGINEERING DETAILS

SheetID: **21573**
 ProjectID: **18769**
 Type: **MAINTENANCE**

ACCOUNTING

LABOR

Install: \$ **5,714.50**
 Retire: \$ **5,373.41**

TAXES

City: \$
 State: \$

TOTALS

Material Cost:	\$	11,014.80
Labor Cost: +30% Administrative Fees	\$	11,087.91
Sub-Total:	\$	22,102.71
Transformer Cost:	\$	1,061.56
Transformer Credit:	\$	-
MVEC Credit:	\$	-
After Credits:	\$	22,102.71
Taxes:	\$	
TOTAL DUE:	\$	22,102.71

Signature _____

Date _____

Magic Valley Electric Cooperative has estimated the non-refundable "Aid to Construction" after MVEC applicable credits have been given dependent on type of service requested. Member shall provide the total cost prior to the installation of MVEC owned electrical facilities; the job will be schedule for construction only after full payment. If this cost estimate is approved please let us know and we will send an invoice via mail to the address on file for the account. Invoice figures are applicable for 90 days, after 90 days the cost may have to be updated to reflect current material and labor costs. Contact us if you have any questions. Thank you.



ACCOUNTING MEMO

To: **Accounting Department** Sheet ID: **21573**
 From: **Engineering Department** Project ID: **18769**
 Date: **12/02/2021**

Name: **HCRMA 365 TOLLWAY UTILITIES** Account:
 Billing Address: **JACKSON RD / JUAN BALLI RD**
PHARR TX, 78577

Contact #: **RAMON NAVARRO**

Type: **MAINTENANCE**

DESCRIPTION	GL CODE		AMOUNT
Engineering Fees West:	5880000-3209	\$	-
Engineering Fees East:	5880000-3109	\$	-
Overhead Transformer:	3680030-3680070	\$	1,061.56
Underground Transformer:	3680071-3680104	\$	-
Material + Labor:	1072000	\$	15,667.74
Retirement:	1088000	\$	5,373.41
State Taxes:	2365000	\$	
City Taxes:	2365100	\$	

	12/10/2021	TOTAL:	\$	22,102.71
<i>Signature</i>	<i>Date</i>			

TRANSFORMER SUMMARY

TRANSFORMER SIZE	STATUS	QUANTITY
10 KVA	INSTALL	1
KVA	RETIRE	1
10-76414 KVA	RETIRE	





Project: 19077
 Budget: 99999.00: RETIREMENTS
 Staked: JASON LOZANO
 Date: 12/09/2021

Sheet ID: 21879
 Name: U-0031-004 JACKSON & JUAN BALLI SINGLE PHSE LINE RETIREMENT
 Svc Order:
 Rate:

<p>LOCATION</p> <p>Address: JACKSON RD / JUAN BALLI RD</p> <p>Account:</p> <p>Name: U-0031-004 JACKSON & JUAN BALLI SINGLE PHSE LINE RETIREMENT</p> <p>Telephone:</p> <p>City/St/Zip: PHARR / TEXAS / 78577</p> <p>County: HIDALGO</p> <p>Map #: 1078181576297</p> <p>Subdivision:</p> <p>Lot/Block: /</p> <p>CONSTRUCTION INFORMATION</p> <p>Substation: Las Milpas</p> <p>Circuit: L340</p> <p>Phase: C</p> <p>REQUIREMENTS</p> <p>Joint: <input type="checkbox"/> Date: Info:</p> <p>Hwy Pmt: <input type="checkbox"/> Date: Pmt:</p> <p>Mtr Permit: <input type="checkbox"/> Date: Pmt:</p> <p>RR Permit: <input type="checkbox"/> Date: Pmt:</p> <p>Easements: <input type="checkbox"/> Date: Doc:</p> <p>Locates: <input checked="" type="checkbox"/> Date: Tckt:</p> <p>Cleared:</p>	<p>METERING</p> <p>Book: 4224</p> <p>Seq:</p> <p>LOAD INFORMATION</p> <p>Exist. kW: Sq. Ft:</p> <p>New kW: A/C Ton:</p> <p>Total kW: Fldr Volt:</p> <p>DISTRICTS</p> <p>County: 01 City: 03</p> <p>School: 012 Road: 12</p> <p>Water: 002 Nav:</p> <p>Drain: 001 Fire:</p> <p>Board: 5</p> <p>TRACKING</p> <p>Created: 12/09/2021</p> <p>Designed: 12/09/2021</p> <p>Approved: 12/10/2021 <i>Vincenzo</i></p> <p>Released:</p> <p>Inspected:</p> <p>Completed:</p> <p>Posted:</p>
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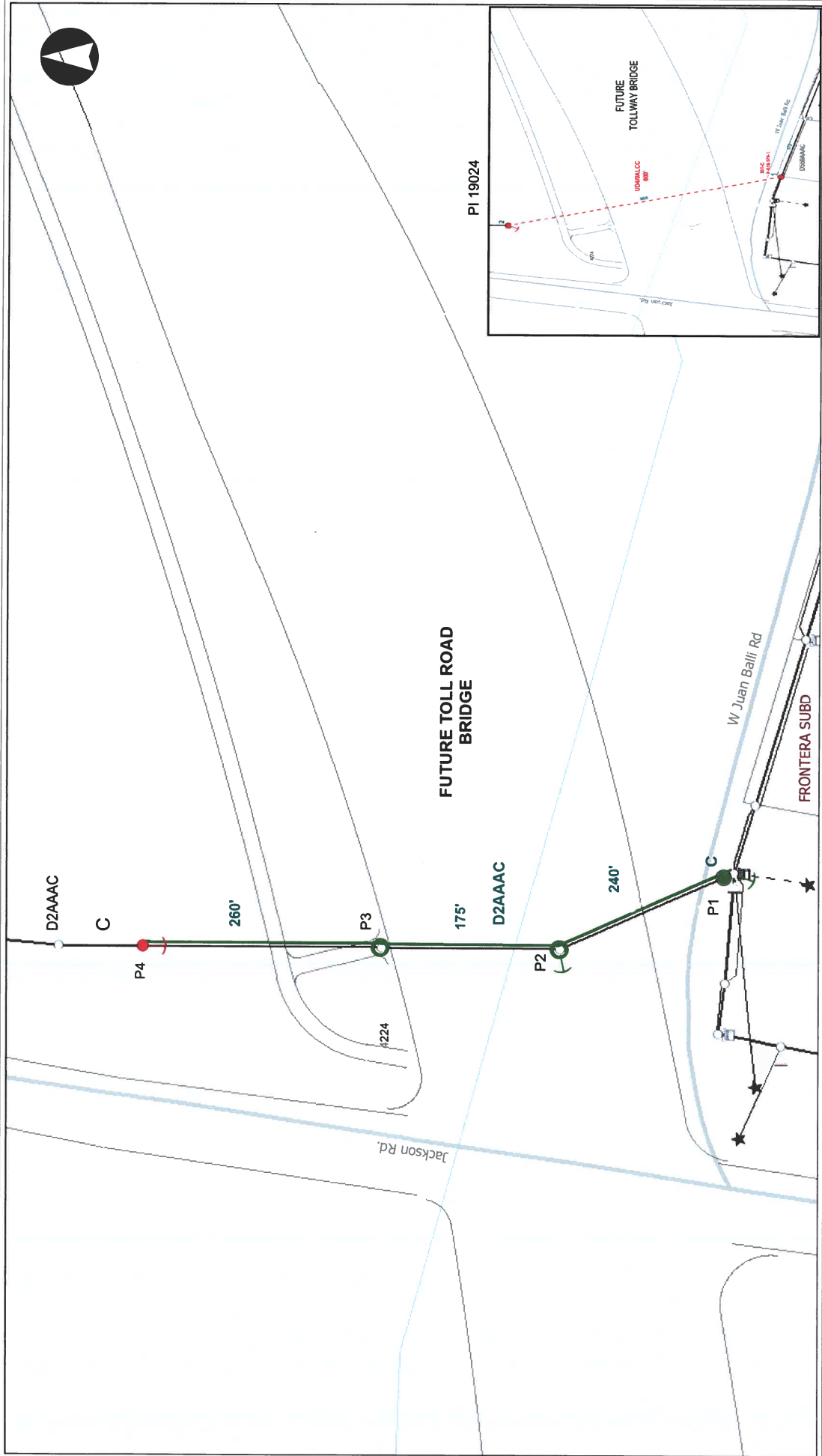
NOTES 1 NEED TO REMOVE OLD SINLGE PHSE LINE, WILL BE REROUTED UNDERGROUND DUE TO FUTURE BRIDGE.

NOTES 2 WILL BE WORKED WITH PI 19024 (BORE)

CONDUCTOR SUMMARY						
STATUS	CONDUCTOR	PHASE	OH/UG	TYPE	LINE (FT)	TOTAL (FT)
RETIRE	D2AAAC	1PH	OH	PRIMARY	675	1350

STATISTICAL SUMMARY									
		PRI	SEC	SVC	CONS	SL	MET	TRA	POLES
INSTALL	OH:	-	-	-	-	-	-	-	1
INSTALL	UG:	-	-	-	-	-	-	-	-
RETIRE	OH:	675	-	-	-	-	-	-	2
RETIRE	UG:	-	-	-	-	-	-	-	-

Proj #: 19077 Sheet ID: 21879 Name: U-0031-004 JACKSON & JUAN BA Address: JACKSON RD / JUAN BALLI RD Staked By: JASON LOZANO





Job ID: **21879**
 Job Name: **U-0031-004 JACKSON & JUAN BA**
 Project ID: **19077**
 Service Order:
 Staked By/Date: **JASON LOZANO**

Location	Assembly	Quantity	Status	Comments
P1	40-3	1	EXISTING	
	D4/OAAAC	70	EXISTING	
	D559AAAC	210	EXISTING	
	E1.1	3	EXISTING	
	F2.10	2	EXISTING	
	G1.5	1	EXISTING	
	H5.1	1	EXISTING	
	K1.1	1	EXISTING	
	T26.17	1	EXISTING	
	A5.2	1	RETIRE	
	E1.1	1	RETIRE	
	F2.10	1	RETIRE	
	VS1.1	1	RETIRE	
P2	45-3	1	RETIRE	
	D2AAAC	480	RETIRE	
	E1.1	1	RETIRE	
	F2.10	1	RETIRE	
	P2.1	1	RETIRE	
	VA2.021	2	RETIRE	
	VA6.21	1	RETIRE	
3	40-5	1	RETIRE	
	D2AAAC	350	RETIRE	
	P2.1	1	RETIRE	
	VA1.11	1	RETIRE	
4	40-5	1	INSTALL	
	E1.1	1	INSTALL	
	F2.10	1	INSTALL	
	H1.1	1	INSTALL	
	VA5.1	1	INSTALL	
	D2AAAC	520	RETIRE	



Project: **19077**
 CWP: **RETIREMENTS**
 Staked: **JASON LOZANO**
 Date:

Sheet ID: **21879**
 Name: **U-0031-004 JACKSON & JUAN BA**
 Svc Order:
 Rate:

INSTALL

UNIT	QTY	STATUS	CHARGES APPLIED	MATERIAL	LABOR	COST
H1.1	1	INSTALL COLD	LABOR & MATERIAL	\$ 74.77	\$ 44.21	\$ 118.98
40-5	1	INSTALL COLD	LABOR & MATERIAL	\$ 290.70	\$ 211.76	\$ 502.46
E1.1	1	INSTALL COLD	LABOR & MATERIAL	\$ 58.01	\$ 64.48	\$ 122.49
VA5.1	1	INSTALL COLD	LABOR & MATERIAL	\$ 39.02	\$ 57.29	\$ 96.31
F2.10	1	INSTALL COLD	LABOR & MATERIAL	\$ 67.95	\$ 148.80	\$ 216.75
				\$ 530.45	\$ 526.54	\$ 1,056.99

RETIRE

UNIT	QTY	STATUS	CHARGES APPLIED	MATERIAL	LABOR	COST
40-5	1	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 137.64	\$ 137.64
45-3	1	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 169.62	\$ 169.62
D2AAAC	1350	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 391.50	\$ 391.50
E1.1	2	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 104.78	\$ 104.78
F2.10	2	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 241.80	\$ 241.80
P2.1	2	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 41.92	\$ 41.92
VA1.11	1	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 94.45	\$ 94.45
VA2.021	2	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 76.16	\$ 76.16
VA6.21	1	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 201.08	\$ 201.08
VS1.1	1	RETIRE COLD	LABOR & MATERIAL	\$ -	\$ 83.62	\$ 83.62
				\$ -	\$ 1,542.57	\$ 1,542.57



AID TO CONSTRUCTION

12/09/2021

From: **MAGIC VALLEY ELECTRIC COOPERATIVE**
 PO BOX 267
 MERCEDES, TX 78570 - 0267

To: HCRMA 365 TOLLWAY UTILITIES
 JACKSON RD / JUAN BALLI RD
 PHARR, TEXAS 78577

Phone #: (956) 289 - 4000
 (866) 225 - 5683
 Fax #: (956) 565 - 6931

Contact #: RAMON NAVARRO

ENGINEERING DEPARTMENT CONTACT

Field Rep: **JASON LOZANO**
 Extension: **4086**
 Mobile: **(956) 207-2480**
 Eng. Aides: **MEHRAN KOLAHYAN - ext: 4041**
ELIZABETH ALANIZ - ext: 4042

ENGINEERING DETAILS

SheetID: **21879**
 ProjectID: **19077**
 Type: **MAINTENANCE**

ACCOUNTING

LABOR

Install: \$ **684.50**
 Retire: \$ **2,005.34**

TAXES

City: \$
 State: \$

TOTALS

Material Cost:	\$	530.45
Labor Cost: +30% Administrative Fees	\$	2,689.84
Sub-Total:	\$	3,220.29
Transformer Cost:	\$	0.00
Transformer Credit:	\$	-
MVEC Credit:	\$	-
After Credits:	\$	3,220.29
Taxes:	\$	
TOTAL DUE:	\$	3,220.29

Signature _____

Date _____

Magic Valley Electric Cooperative has estimated the non-refundable "Aid to Construction" after MVEC applicable credits have been given dependent on type of service requested. Member shall provide the total cost prior to the installation of MVEC owned electrical facilities; the job will be schedule for construction only after full payment. If this cost estimate is approved please let us know and we will send an invoice via mail to the address on file for the account. Invoice figures are applicable for 30 days, after 30 days the cost may have to be updated to reflect current material and labor costs. Contact us if you have any questions. Thank you.



ACCOUNTING MEMO

To: **Accounting Department** Sheet ID: **21879**
 From: **Engineering Department** Project ID: **19077**
 Date: **12/09/2021**

Name: **HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY** Account:
 Billing Address: **203 W PARK AVE, PHARR TX 78577**

Contact #: **RAMON NAVARRO**

Type: **MAINTENANCE**

DESCRIPTION	GL CODE		AMOUNT
Engineering Fees West:	5880000-3209	\$	-
Engineering Fees East:	5880000-3109	\$	-
Overhead Transformer:	3680030-3680070	\$	-
Underground Transformer:	3680071-3680104	\$	-
Material + Labor:	1072000	\$	1,214.95
Retirement:	1088000	\$	2,005.34
State Taxes:	2365000	\$	
City Taxes:	2365100	\$	

Vincent Peña 12/10/2021 **TOTAL:** \$ **3,220.29**
 Signature Date

TRANSFORMER SUMMARY

TRANSFORMER SIZE	STATUS	QUANTITY
------------------	--------	----------

Attachment "B" Accounting Method

Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body and proposes to request reimbursement for actual direct and related indirect costs.

Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.

RTB 12/14/21
Initial Date
HCRMA

Cg 12-14-21
Initial Date
Utility

Attachment "C" Schedule of Work

Estimated Start Date:01/10/2022, (subject to physical work restrictions prior to the issuance of environmental clearance as required by the provisions of this agreement)

Estimated Duration (days):15

Estimated Completion Date:01/28/2022

[Attach detailed schedule of work]

01/10/2022- Prep worksite, deliver material needed to jobsite and conduct tailgate discussion for project.

01/12/2022- Start the installation/relocation of the overhead service to the new right of way.

01/17/2022- Complete the relocation of the overhead service and start prep work to start the boring for underground service.

01/18/2022- Start the boring of 600' to relocate overhead service to underground service.

01/20/2022- Install underground pipe and service wire. Prep material for risers to make connections.

01/24/2022- Make connections for relocated underground service, start to prep area for removal of overhead service.

01/25/2022- Begin to remove portion of overhead service that has been relocated to underground.

01/27/2022- Complete removal of overhead service and transfer load from overhead to underground service.

01/28/2022- Complete job and crew to do final clean-up.

Inspection of the job will be done at a later date. ** Schedule subject to change due to unforeseen circumstances or weather permitting**


Initial

HCRMA


Date


Initial

Utility

12-14-21
Date


Attachment "D" Statement Covering Contract Work

(ROW-U-48)
(ROW-U-48-1, if applicable)

- Adjust existing distribution line to clear HCRMA 365 Toll by removing Over-head distribution line, reconstructing, and relocating to underground service into new right of way.
- Relocate and reconstruct service to underground by boring 600 feet and installing two 50-3 poles, two 45-3 poles, one 40-5 pole, use one existing pole for underground riser and install UD4/0ALCC, D559AAAC, D4/0AAAC and D2TX service wires in schedule 80 pipe. Stations 1018+00 (project# 19024, 19077, 18769).
- Remove the following: two 50-foot poles, two 45-foot poles, one 40 foot-pole, 1570 feet of D2AAAC wire, 1149 feet of D559AAAC wire, 383 feet of D4AAAC wire and 50 feet of D4DX wire along with accessories. Stations 1018+00 (Project # 19024, 19077, 18769).


Initial

Date
HCRMA


Initial
12-14-21
Date
Utility

Attachment "E"

Utility Joint Use Acknowledgment – (ROW-U-JUAA) and/or Utility Installation Request – (Form 1082)

Utility Joint Use Acknowledgment (ROW-U-JUAA)

Utility Installation Review/Permit Number:

 12/21
Initial Date
HCRMA

 12-14-21
Initial Date
Utility



**UTILITY JOINT USE
ACKNOWLEDGEMENT
REIMBURSABLE UTILITY
ADJUSTMENT**

Form ROW-U-JUAA
(Rev. 05/16)
Page 1 of 2

U-Number: U-0031-004

ROW CSJ: 0921-02-368

County: HIDALGO

District: PHARR

Highway: 365 TOLL

Federal Project No.: DMO2013(420)

From: FM396 (ANZALDUAS HIGHWAY) at GSA CONNECTOR

Projected Highway Letting Date: SEPT 2021

To: US281 (MILITARY HIGHWAY)

WHEREAS, the Hidalgo County Regional Mobility Authority, ("Authority"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the , ("Utility"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **AUTHORITY** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **AUTHORITY** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **AUTHORITY** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State/Authority** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **AUTHORITY** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

RJC pbz Cg 12-14-21
Initial Date Initial Date
AUTH Utility

* U J U A A *

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the Utility for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

Utility will, by written notice, advise **AUTHORITY** of the beginning and completion dates of the adjustment, removal, or relocation, and, thereafter, agrees to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **State** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **AUTHORITY** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **Authority**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

UTILITY

EXECUTION RECOMMENDED:

Utility: Magic Valley Electric Cooperative
Name of Utility

By: Carlos Guajardo
Authorized Signature

Carlos Guajardo
Print or Type Name

Title: Western Division Engineering Manager

Date: 12-14-21

THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
Executed and approved for the Hidalgo County Regional Mobility Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Hidalgo County Regional Mobility Authority.
By: [Signature]
Executive Director
Date: 12/22/2021



Initial Date Initial Date
AUTH Utility Cg 12-14-21


Attachment "F" Eligibility Ratio

Eligibility Ratio established: 50%

- Non-interstate Highway (Calculation attached)
- Interstate Highway

UTILITY CURRENTLY OCCUPYING PUBLIC EASEMENT (TXDOT ROW) AND RELOCATED ONTO NEW PUBLIC EASEMENT (HCRMA), THEREFORE 50% COMPENSIBLE AS PER TXDOT ROW Utilities Manual


Initial

Date
HCRMA


Initial
12-14-21
Date
Utility


Attachment "G" Betterment Calculation and Estimate

- Elective Betterment Ratio established: %
(Calculation attached)

- Forced Betterment
(Provide supporting documentation)

- X Not Applicable


Initial 
Date
HCRMA


Initial 12-14-21
Date
Utility

Attachment "H" Proof of Property Interest

Supporting documentation of compensable property interest that establishes reimbursement eligibility as referenced in Texas Transportation Code §203.092.

Property interest documented through applicable affidavits and required attachments.

ROW-U-1A and

ROW-U-1B

Or

ROW-U-1C

The roadway improvement project is designated as an Interstate Highway project; therefore, no supporting documentation of compensable interest is required.

RIV 12/14/21
Initial Date
HCRMA

Cg 12-14-21
Initial Date
Utility

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-19

**APPROVAL OF WORK AUTHORIZATION 20 TO THE
PROFESSIONAL SERVICE AGREEMENT WITH SAMES,
INC. FOR SURVEYING SERVICES FOR THE "X"
PARCELS CLAIMED BY HIDALGO COUNTY
IRRIGATION DISTRICT NUMBER 2 AS PART OF THE
365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 28th day of March 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of \$2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of \$13,567.50 for a revised amount of \$16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at \$25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of \$13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of \$4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of \$5,085.00 whereas only \$4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107- A , 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of \$22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of \$26,385.00 for a revised increase of a maximum payable amount of \$55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of \$4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of \$4,080.00 for a revised increase of a maximum payable amount of \$60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of \$5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of \$5,650.00 for a revised increase a maximum payable amount of \$65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of \$1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of \$26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of \$27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of \$1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10 in the amount of \$1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of \$1,840.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of \$9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contract Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of \$11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of \$83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of \$44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of \$127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parcel 36A as part of the 365 Tollway Project in the amount of \$3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of \$3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of \$20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of \$20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of \$2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of \$2,080.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of \$4,370.00; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of \$4,370.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of \$6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of \$6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of \$1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of \$2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of \$3,180.00; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-19 Supplemental Agreement 3 to Work Authorization 19 to the professional services agreement with SAMES Engineering for re-issuing HCDD #1 Outfall parcels updates for the 365 Tollway Project in the amount of \$3,595.00; and

WHEREAS, on June 22, 2021 the Authority finds it necessary to approve Resolution 2021-20 Contract Amendment 19 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 3 to Work Authorization 19 in the amount of \$3,595.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-67 Contract Amendment 20 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects; and

WHEREAS, on the Authority finds it necessary to approve Resolution 2023-19 Work Authorization 20 to the Professional Services Agreement with SAMES Engineering for surveying services for the "X" Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of \$56,245.00.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.


Section 2. The Board hereby approves Resolution 2023-19 to the professional service agreement with SAMES Engineering to provide survey services for the 365 Tollway hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization 20 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of March 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization # 20

to

Professional Service Agreement with

SAMES, Inc.

for

Surveying Services

ATTACHMENT D-1

**WORK AUTHORIZATION NO. 20
AGREEMENT FOR SURVEYING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Surveying Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

PART I. The Surveyor will perform surveying services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is a total of \$56,245.00 and the method of payment is **Lump Sum**, as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2023, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for Surveying Services for International Bridge Trade Corridor (IBTC) Segment 0010 project from the Interchange with 365 Tollway (formerly SH 365) to I-2 and from the Valleyview Interchange to FM 493.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR

THE AUTHORITY

(Signature)
Samuel Maldonado, P.E., RPLS
(Printed Name)
Principal

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.
(Printed Name)
Executive Director

(Title)

(Date)

LIST OF EXHIBITS

- Exhibit A Services to be provided by the Authority
- Exhibit B Services to be provided by the Surveyor
- Exhibit C Work Schedule
- Exhibit D Fee Schedule/Budget
- Exhibit H-2 Subprovider Monitoring System Commitment Agreement

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent \ Ownership Tracts within Project

Boundary survey, (data files) of Original Survey Lines Subdivision, and Parent Tracts within Project. Includes found monumentation.



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

February 24, 2023

Ramon Navarro IV, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue, Pharr, Tx 78577
(956)-402-4763
ramon.navarro@hcrma.net

Re: Professional Surveying Services for HCRMA X-Parcels.

Mr. Navarro,

We are pleased to submit this proposal for the surveying services required for the X-Parcels identified on the KMZ file named 2022-01-31 HCID2 Claims, sent to SAMES, Inc. via email on February 6, 2023.

Our lump sum fee for this service is **\$56,245.00** for the office and field work required for the preparation of (18) X-Parcels.

Parcel 35	\$ 2,485.00
Parcel 39-X	\$ 2,485.00
Parcel 40P1-X	\$ 2,485.00
Parcel 40P2-X	\$ 4,130.00
Parcel 40P4-X	\$ 4,130.00
Parcel 48-B	\$ 4,130.00
Parcel 52 P1-X	\$ 2,485.00
Parcel 52 P3-X	\$ 2,485.00
Parcel 54 P1-X	\$ 2,485.00

Parcel 52 P1-A	\$ 2,485.00
Parcel 60 P1-X	\$ 4,130.00
Parcel 60 P4	\$ 4,130.00
Parcel 61 P1 & P2	\$ 4,130.00
Parcel 62 P1-X	\$ 2,485.00
Parcel 63 P2	\$ 4,130.00
Parcel 65 P1-X	\$ 2,485.00
Parcel 67 P3-X	\$ 2,485.00
Parcel 80 C-X	\$ 2,485.00

Final deliverable will include electronic (pdf) Survey Plat with Metes and Bounds for the X-Parcels signed and sealed by an RPLS.



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

Anticipated time of completion is 90 business day from receipt of purchase order or executed contract. Presuming that there are no delays affecting performing obligations under this signed proposal to the extent that the delay is caused by Force Majeure that directly impacts the ability to meet the scheduled deadline.

This fee is subject to change depending on additional work ordered, change of project scope based on client request or upon research the determination of required additional parcels.

If you have any questions or would like to discuss, please contact me at (956) 702-8880.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Jessica M." followed by a period.

Jessica M. Maldonado, P.E., P.M.P., C.F.M.
VP of Professional Services
SAMES, Inc.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

... any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

... any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.

... any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

... If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

... If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

... If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

... if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

... if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

... if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

Limits for this service:

7.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
HCRMA	<u>Sames, Inc.</u>	7.1.1	Contact and Coordinate with HCRMA for... <ul style="list-style-type: none"> FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.
HCRMA	<u>Sames, Inc.</u>	7.1.2	Deliver “Abstracts of Title” or “Title Reports” of Parent Tracts prepared by Title Co.
HCRMA	<u>Sames, Inc.</u>	7.1.3	Deliver HCRMA survey monument caps (if applicable)
HCRMA	<u>Sames, Inc.</u>	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss... <ul style="list-style-type: none"> Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. ROW MAP Requirements. Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>Sames, Inc.</u>	7.2.1	Monument the final project ROW lines... <ul style="list-style-type: none"> Set a 5/8” diameter x 24” long rebar, capped with an “HCRMA ROW” aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.
	<u>Sames, Inc.</u>	7.2.2	Monument Parcel corners... <ul style="list-style-type: none"> Set 5/8” diameter x 18” long rebar, capped with an “HCRMA ROW” aluminum disk along ROW lines Set 1/2” diameter x 18” long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	<u>Sames, Inc.</u>	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. <ul style="list-style-type: none"> Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>					
	<u>Sames, Inc.</u>	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. <ul style="list-style-type: none"> • See Parcel creation definition above. 		
	<u>Sames, Inc.</u>	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.		
	<u>Sames, Inc.</u>	7.3.3	Prepare and Create ROW MAP including... <ul style="list-style-type: none"> • Title Sheet • Parcel Index Sheet • Control Sheet <ul style="list-style-type: none"> ○ (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets 		
	<u>Sames, Inc.</u>	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.		

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.**

Contract #: _____ Assigned Goal: 0.0% Prime Provider SAMES, Inc.

Work Authorization (WA)#: 20 WA Amount: \$56,245.00 Date: 3/28/2023

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
Survey	\$0
FC	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$56,245.00

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: SAMES, Inc. Address: 200 S. Cage Blvd., Ste. A Pharr, TX 78577 VID Number: 12629412888 PH: (956) 780-7880; FX: (956) 780 -8883 Email: sam@samengineering-surveying.com	Name: <u>Samuel Maldonado</u> <i>(Please Print)</i> Title: <u>Principal</u> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: FX: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-20

APPROVAL OF WORK AUTHORIZATION 21 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SAMES INC. FOR SURVEYING SERVICES FOR A CORNER CLIP FOR UTILITY'S RELOCATION ALONG THOMAS AND I RD [VETERNS DR.] AS PART OF THE 365 TOLLWAY PROJECT.

THIS RESOLUTION is adopted this 28th day of March 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of \$2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of \$13,567.50 for a revised amount of \$16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at \$25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of \$13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of \$4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of \$5,085.00 whereas only \$4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107- A , 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of \$22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of \$26,385.00 for a revised increase of a maximum payable amount of \$55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of \$4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of \$4,080.00 for a revised increase of a maximum payable amount of \$60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of \$5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of \$5,650.00 for a revised increase a maximum payable amount of \$65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of \$1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of \$26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of \$27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of \$1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10 in the amount of \$1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of \$1,840.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of \$9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of \$11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of \$83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of \$44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of \$127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parcel 36A as part of the 365 Tollway Project in the amount of \$3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of \$3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of \$20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of \$20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of \$2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of \$2,080.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of \$4,370.00; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of \$4,370.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of \$6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of \$6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of \$1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of \$2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of \$3,180.00; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-19 Supplemental Agreement 3 to Work Authorization 19 to the professional services agreement with SAMES Engineering for re-issuing HCDD #1 Outfall parcels updates for the 365 Tollway Project in the amount of \$3,595.00; and

WHEREAS, on June 22, 2021 the Authority finds it necessary to approve Resolution 2021-20 Contract Amendment 19 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 3 to Work Authorization 19 in the amount of \$3,595.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-67 Contract Amendment 20 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects; and

WHEREAS, on the Authority finds it necessary to approve Resolution 2023-20 Work Authorization 21 to the Professional Services Agreement with SAMES Engineering for surveying services for a corner clip to accommodate utility relocation along Thomas and I Road [Veteran's] as part of the 365 Tollway Project in the amount of \$1,800.00.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

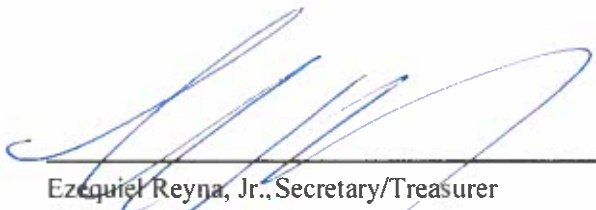
Section 2. The Board hereby approves Resolution 2023-20 to the professional service agreement with SAMES Engineering to provide survey services for the 365 Tollway hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Work Authorization 21 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of March 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Work Authorization # 21

to

Professional Service Agreement with

SAMES, Inc.

for

Surveying Services

ATTACHMENT D-1

**WORK AUTHORIZATION NO. 21
AGREEMENT FOR SURVEYING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Surveying Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

PART I. The Surveyor will perform surveying services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Surveyor as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is a total of \$1,800.00 and the method of payment is **Lump Sum**, as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Surveyor’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2023, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for Surveying Services for International Bridge Trade Corridor (IBTC) Segment 0010 project from the Interchange with 365 Tollway (formerly SH 365) to I-2 and from the Valleyview Interchange to FM 493.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR

THE AUTHORITY

(Signature)
Samuel Maldonado, P.E., RPLS
(Printed Name)
Principal

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.
(Printed Name)
Executive Director

(Title)

(Date)

LIST OF EXHIBITS

- | | |
|-------------|--|
| Exhibit A | Services to be provided by the Authority |
| Exhibit B | Services to be provided by the Surveyor |
| Exhibit C | Work Schedule |
| Exhibit D | Fee Schedule/Budget |
| Exhibit H-2 | Subprovider Monitoring System Commitment Agreement |

EXHIBIT A
SERVICES TO BE PROVIDED BY THE AUTHORITY

Project Map.

ROW Map – ROW widths, other land, ownership, survey information.

Ownership information of adjacent tracts.

Intersecting ROW information, documentation, construction plans of existing utilities if available.

Construction plans of existing facilities if available.

Intended use of the survey and required form of deliverables, files required, etc.

Accuracy required and method of display.

Horizontal and vertical datum upon where the survey should be based (if varies from TxDOT).

Research on subject tracts/parcel ownership aerial photographs.

Title Reports for Parent \ Ownership Tracts within Project

Boundary survey, (data files) of Original Survey Lines Subdivision, and Parent Tracts within Project. Includes found monumentation.



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883

February 16, 2023

Ramon Navarro IV, P.E., C.F.M.
Chief Construction Engineer
Hidalgo County Regional Mobility Authority
203 W. Newcombe Avenue, Pharr, Tx 78577
(956)-402-4763
ramon.navarro@hcrma.net

Re: Professional Surveying Services for HCRMA New Parcel.

Mr. Navarro,

We are pleased to submit this proposal for the surveying services required for the New Parcel outlined in yellow on the attached exhibit.

Our lump sum fee for this service is **\$1,800.00** for the office and field work required for the New Parcel. Anticipated turnaround time is 7 business day from receipt of purchase order or executed contract. Final deliverable will include electronic (pdf) Survey Plat with Metes and Bounds for the New Parcel signed and sealed by an RPLS.

This fee is subject to change depending on additional work ordered or change of project scope based on client request.

If you have any questions or would like to discuss, please contact me at (956) 702-8880.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Maldonado", written in a cursive style.

JM
Jessica M. Maldonado, P.E., P.M.P., C.F.M.
VP of Professional Services
SAMES, Inc.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.0 Right of Way Mapping and Parcel Tract Platting

Preparation of maps, plats, legal descriptions and all documents for the Final ROW Acquisition and monumenting of final Right of Way and Parcels.

Definitions and Concepts for use in this context and derived from the TxDOT and HCRMA Survey Manuals.

Parent Tracts are defined by contiguous ownership, i.e.:

... any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership.

... any tract of land, or a tract of land comprised of several smaller contiguous tracts, under one single ownership and not divided by a public way, separate ownership or platted as a subdivision.

... any tract of land comprised of contiguous lots in a platted subdivision under a single ownership.

Parcels are defined and created by ownership and unity of use and are the actual real properties, or tracts, to be acquired by the HCRMA, whether through purchase, donation, or exchange.

... If a Parent Tract of contiguous properties has a unity of use, then two or more properties may be combined into one parcel.

... If a Parent Tract of contiguous properties does not have unity of use, then each property is a separate parcel.

... If a Parent Tract has different and discrete land use areas, then each land use area must be partitioned into separate parcels with a unique number. A Parcel, therefore, does not necessarily have a one-to-one correspondence to the property lines of the parent tract.

... if a Parent Tract is divided or severed by public ways or by separate ownership and does NOT have common underlying ownership then each property must be partitioned into separate parcels with a unique number.

... if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership but does NOT have unity of use then each property must be partitioned into separate parcels with a unique number.

... if a Parent Tract is divided or severed by public ways or by separate ownership and DOES have common underlying ownership and DOES have unity of use then each property may be partitioned into ONE Parcel and sub-partitioned into separate PARTS.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

Limits for this service:

7.1 Coordination, Admin., Research and Abstracting Tasks.

<i>To be provided by:</i>			
HCRMA	<u>Sames, Inc.</u>	7.1.1	Contact and Coordinate with HCRMA for... <ul style="list-style-type: none"> FINAL and APPROVED ROW FOOTPRINT prepared by HCRMA Design Engineers. (See Attachment C.4 – Detailed Scope of Services for Boundary Survey). Any other information or data completed on the project to this point, i.e., final approved schematic, Planimetric Map of Project in MicroStation compatible format, Horizontal and Vertical projection, grid system and datum upon where the survey should be based and all other data the HCRMA has on hand.
HCRMA	<u>Sames, Inc.</u>	7.1.2	Deliver “Abstracts of Title” or “Title Reports” of Parent Tracts prepared by Title Co.
HCRMA	<u>Sames, Inc.</u>	7.1.3	Deliver HCRMA survey monument caps (if applicable)
HCRMA	<u>Sames, Inc.</u>	7.1.4	Review of the HCRMA Survey Manuel and Right of Way requirements and discuss... <ul style="list-style-type: none"> Parcel creation and numbering Requirements. The methodology of numbering ROW parcels must be correct and consistent to avoid problems in the appraisal process or with record maintenance through the ROW information system. Communicate regularly with the HCRMA for uniformity of Parcel creation methodology. ROW MAP Requirements. Parcel Plats and Parcel Descriptions Requirements.

7.2 Field Work Tasks.

<i>To be provided by:</i>			
	<u>Sames, Inc.</u>	7.2.1	Monument the final project ROW lines... <ul style="list-style-type: none"> Set a 5/8” diameter x 24” long rebar, capped with an “HCRMA ROW” aluminum disk along the ROW lines at all corners, angle points, and points of curvature and tangency.
	<u>Sames, Inc.</u>	7.2.2	Monument Parcel corners... <ul style="list-style-type: none"> Set 5/8” diameter x 18” long rebar, capped with an “HCRMA ROW” aluminum disk along ROW lines Set 1/2" diameter x 18” long rebar, capped with an appropriate cap bearing identification of the sub consultant Surveyor on interior corners (corners inside the taking)
	<u>Sames, Inc.</u>	7.2.3	Verify that all planimetric features of existing topo and planimetrics within the staked parcel are current. <ul style="list-style-type: none"> Exercise special care in observing both structure and aerial encroachments such as overhead electric and telephone lines with cross-arms.

EXHIBIT B
SERVICES TO BE PROVIDED BY THE SURVEYOR

7.3 Office Work / Delivery Preparation Tasks

<i>To be provided by:</i>					
	<u>Sames, Inc.</u>	7.3.1	Analyze, define and create final Parcels and Parcel numbering plan. <ul style="list-style-type: none"> • See Parcel creation definition above. 		
	<u>Sames, Inc.</u>	7.3.2	Update existing Planimetric map with any new or missing features or encroachments.		
	<u>Sames, Inc.</u>	7.3.3	Prepare and Create ROW MAP including... <ul style="list-style-type: none"> • Title Sheet • Parcel Index Sheet • Control Sheet <ul style="list-style-type: none"> ○ (BMs set as per Attachment C.8 – Detailed scope of Service for Construction Staking will be the control on this sheet) • Plan Sheets 		
	<u>Sames, Inc.</u>	7.3.4	Prepare and create PARCEL PLATS and DESCRIPTIONS Prepare survey plats and metes and bounds descriptions as per HCRMA requirements for each Acquisition Parcel.		

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.**

Contract #: _____ Assigned Goal: 0.0% Prime Provider SAMES, Inc.

Work Authorization (WA)#: 21 WA Amount: \$1,800.00 Date: 3/28/2023

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
Survey	\$0
FC	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$56,245.00

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: SAMES, Inc. Address: 200 S. Cage Blvd., Ste. A Pharr, TX 78577 VID Number: 12629412888 PH: (956) 780-7880; FX: (956) 780 -8883 Email: sam@samengineering-surveying.com	Name: <u>Samuel Maldonado</u> <i>(Please Print)</i> Title: <u>Principal</u> Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: FX: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-21

**APPROVAL OF CONTRACT AMENDMENT 21 TO THE
PROFESSIONAL SERVICE AGREEMENT WITH SAMES,
INC. TO INCREASE THE MAXIMUM PAYABLE
AMOUNT FOR WORK AUTHORIZATION NUMBER 20
AND WORK AUTHORIZATION 21**

THIS RESOLUTION is adopted this 28th day of March 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of \$2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of \$13,567.50 for a revised amount of \$16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at \$25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of \$13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of \$4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of \$5,085.00 whereas only \$4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107- A , 13P2 , 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of \$22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of \$26,385.00 for a revised increase of a maximum payable amount of \$55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of \$4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of \$4,080.00 for a revised increase of a maximum payable amount of \$60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of \$5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of \$5,650.00 for a revised increase a maximum payable amount of \$65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of \$1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of \$26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of \$27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of \$1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10 in the amount of \$1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of \$1,840.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of \$9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of \$11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of \$83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of \$44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of \$127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parcel 36A as part of the 365 Tollway Project in the amount of \$3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of \$3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of \$20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of \$20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of \$2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of \$2,080.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of \$4,370.00; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of \$4,370.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of \$6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of \$6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of \$1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of \$2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of \$3,180.00; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-19 Supplemental Agreement 3 to Work Authorization 19 to the professional services agreement with SAMES Engineering for re-issuing HCDD #1 Outfall parcels updates for the 365 Tollway Project in the amount of \$3,595.00; and

WHEREAS, on June 22, 2021 the Authority finds it necessary to approve Resolution 2021-20 Contract Amendment 19 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 3 to Work Authorization 19 in the amount of \$3,595.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-67 Contract Amendment 20 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects; and

WHEREAS, on the Authority finds it necessary to approve Resolution 2023-21 Approval of Contract Amendment 21 to the Professional Services Agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 20 and Work Authorization 21.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

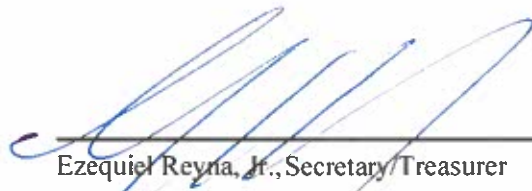
Section 2. The Board hereby approves Resolution 2023-21 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 20 and Work Authorization 21 in the amount of 58,045.00 for a revised maximum payable of \$351,811.50 for the 365 Tollway hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract Amendment 21 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of March 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

Contract Amendment # 21

to

Professional Service Agreement with

SAMES, Inc.

for

Surveying Services

CONTRACT AMENDMENT NO. 21
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT AMENDMENT NO 21 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation

Article III Compensation shall be amended to increase the amount payable under this contract from \$293,766.50 to \$351,811.50 for a total increase of \$58,045.00 due to additional scope and effort outlined in Work Authorization No. 20 and Work Authorization No. 21.

This Contract Amendment No. 21 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Contract Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR

THE AUTHORITY

(Signature)
Samuel D. Maldonado, PE, RPLS

(Signature)
Pilar Rodriguez, P.E.

Principal
(Title)

Executive Director
(Title)

(Date)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2023 - 22

AWARD OF 365 TOLLWAY TOLL COLLECTION SYSTEM
INSTALLATION, INTEGRATION AND MAINTENANCE
CONTRACT

THIS RESOLUTION is adopted this 25th day of April, 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the “Commission”) created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the “County”); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the “State”), local governments, and the traveling public and would improve the State’s transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the “Project”); and

WHEREAS, the Authority issued a competitive, best value procurement, RFP 2022-02: Toll Collection System Installation, Integration, and Maintenance for the Project (the “RFP”); and

WHEREAS, the Authority received five qualified responses to the RFP;

WHEREAS, on March 14, 2023, the evaluation committee recommended SICE as the best value respondent and the Board authorized the Authority to enter into negotiations with SICE Inc.; and

WHEREAS, a contract has been negotiated with SICE Inc. for Toll Collection System Installation, Integration, and Maintenance for the Project (the “Contract”);

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS
OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

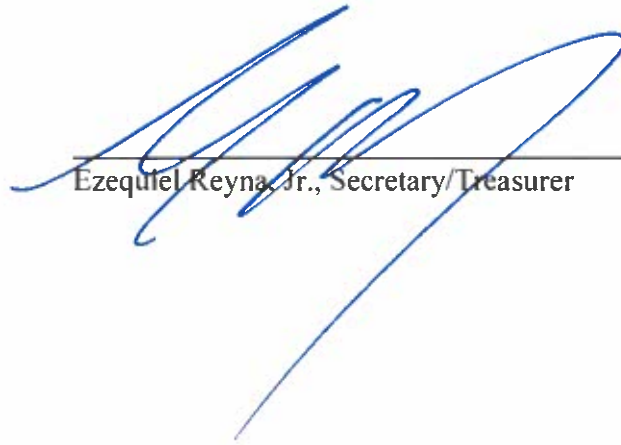
Section 2. The Board hereby awards the 365 Tollway Toll Collection System Installation, Integration and Maintenance Contract to SICE Inc. and approves the Contract attached hereto as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Contract.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 25th day of April, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A
TSI Contract

#5585020.2

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

AGREEMENT

FOR TOLL COLLECTION SYSTEM INSTALLATION, INTEGRATION, AND MAINTENANCE

THIS TOLL COLLECTION SYSTEM INSTALLATION, INTEGRATION, AND MAINTENANCE AGREEMENT (the "Agreement") is made as of this _____ day of _____, 20____ (the "Effective Date"), by and between the Hidalgo County Regional Mobility Authority, a political subdivision of the State of Texas, operating within Hidalgo County, Texas ("**Authority**" or "**HCRMA**"), and SICE Inc. ("Toll System Integrator" or "**TSI**") with offices located at 3610 Willowbend Blvd., Houston, Texas 77054.

WHEREAS, the Authority is responsible for the development, design, construction and operation of the Authority toll road system; and

WHEREAS, the Authority issued a Request for Proposals (the "RFP") dated _____, 2022, which contains requirements for the design, procurement, installation, testing, and maintenance of a Toll Collection System (as defined below) on the Authority Lanes (collectively, the "Project"); and

WHEREAS, responses were received and evaluated based on the criteria set forth in the RFP; and

WHEREAS, the Authority Board of Directors has determined that the proposal submitted by the TSI and dated _____, 20____ (the "Proposal") best satisfies the objectives set forth in the RFP and offers the best value to the Authority; and

WHEREAS, the TSI understands and acknowledges that the Project consists of a complete Toll Collection System for the Authority toll system (collectively the "Toll Collection System"); and

WHEREAS, the Authority desires to purchase from the TSI and the TSI desires to design, procure, test, install, implement, and maintain the Toll Collection System for the Authority toll system;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Authority and the TSI hereby agree as follows:

ARTICLE 1. GENERAL

1.01 AGREEMENT TO PURCHASE

The TSI shall design, sell to the Authority, install, integrate, implement, test, and maintain, and the Authority shall purchase from the TSI, the Toll Collection System pursuant to the terms and conditions of this Agreement.

1.02 TERM OF AGREEMENT

Unless otherwise terminated pursuant to Section 5.08, the initial term of this Agreement shall commence on the Effective Date hereof, ending on the date occurring five years from the date “GO-LIVE” is issued, as described in the RFP. The Authority shall have two 2-year options to renew, followed by one 1-year option to renew, upon the same terms and conditions stated in the Agreement Documents. Which options shall be exercisable are at the sole discretion of the Authority. Any adjustments to the prices listed in Volume 11B - Price Proposal Form for the renewal period shall be adjusted pursuant to Section 3.06. Certain matters described in the Agreement Documents, including warranties and indemnifications by the TSI, shall exist beyond the Term of this Agreement.

1.03 AGREEMENT DOCUMENTS

This Agreement includes the documents attached to the RFP, including all exhibits and schedules, and all amendments (including Change Orders) added, all of which are incorporated herein by reference and are made a part hereof (together such documents are sometimes referred to herein as the “Agreement Documents”). For the avoidance of doubt, the term “Agreement” as used in this Toll System Installation, Integration and Maintenance Agreement document shall include:

- Volume 01 - Introduction
- Volume 02 - Project Description
- Volume 03 - General Provisions
- Volume 04 - Infrastructure
- Volume 05 - System Requirements
- Volume 06 - System Implementation Testing
- Volume 07 - Operations and Maintenance
- Volume 08 - Deliverables
- Volume 09 - Performance Requirements
- Volume 10 - Scoring Methodology
- Volume 11A - Pricing Sheet
- Volume 11B - Price Proposal Form
- Volume 12 - Technical Response Guide
- Volume 13 - Payment Bond
- Volume 14 - Performance Bond
- Volume 15 – Agreement (this document)
- Volume 16 - Glossary
- And any and all exhibits and schedules, and all amendments added, including any licenses
- Betterments or Clarifications based on the Proposal and the negotiation

1.04 PRIORITY

In the event of a conflict, the order of prevailing precedence (a)-highest order to (d)-lowest order of precedence) shall be as follows:

- (a) Any amendments to the Agreement Documents, which amendments are attached as Volumes to the Agreement.
- (b) The Agreement Documents.
- (c) TSI's Detailed Design Documents as approved by the Authority.
- (d) The TSI's Proposal, to the extent it meets or exceeds the requirements of the Agreement Documents. In other words, if the Proposal can reasonably be interpreted as providing higher quality materials or services than those required by the Agreement Documents or otherwise contains offers, statements, or terms more advantageous to the Authority, TSI's obligations under the Agreement Documents shall include compliance with all such statements, offers and terms contained in the Proposal.

Notwithstanding the order of precedence set forth above, in the event of a conflict within documents of the same priority (for instance, between Volume 04 and Volume 05), the Authority shall have the right, in its sole discretion, to determine which provision applies, unless a provision expressly states that it shall control.

1.05 AMENDMENTS TO AGREEMENT DOCUMENTS

Any changes and/or additions made to the Agreement Documents as a result of negotiations with the Authority shall be included as part of this Agreement and attached hereto as a Volume. No such changes shall be effective unless in writing and signed by both parties.

ARTICLE 2. TOLL COLLECTION SYSTEM IMPLEMENTATION

2.01 COMMENCEMENT OF WORK

The TSI shall proceed with Phase 1 Implementation, which consists generally of the products and services required for integration of the Toll Collection System as further described in Volume 02 - Project Description, upon the issuance of Notice to Proceed ("NTP") by the Authority. TSI shall furnish all labor, materials, equipment, tools, software, documentation, transportation, supplies, and all else necessary and incidental thereto to complete the Work.

2.02 INVOICING AND PAYMENT

The TSI has submitted a price proposal using Volume 11B - Price Proposal Form of the RFP. The following process shall apply to invoicing and payment:

(a) Milestone Payments

- (1) Authority's payment of the Milestone Payments shall be made based upon the Milestone Payment structure set forth in Volume 02 - Project Description, Section 02-4 hereto. Within 60 days after the Authority's approval of a Milestone Price Draw Request, the Authority shall pay TSI the amount approved for payment in respect of such request.

(b) Delivery of Milestone Draw Request

- (1) TSI may submit a Milestone Draw Request for Milestone Payments not more frequently than monthly. To request a Milestone Payment, TSI shall deliver to the Authority one hard original copy and one electronic copy of a Milestone Draw Request meeting all requirements specified herein except as otherwise approved in writing by the Authority. Each Milestone Draw Request shall be executed by a designated and authorized representative of TSI appointed by TSI to have such authority in accordance with this Agreement. TSI acknowledges that the Authority may obtain funding for portions of Phase 1 Implementation from the federal government, local agencies and other third parties, and TSI agrees to segregate Milestone Draw Requests for Phase 1 Implementation in a format reasonably requested by the Authority and with detail and information as reasonably requested by the Authority. A separate Milestone Draw Request shall be required for each Milestone. Each Milestone Draw Request shall be organized to account for applicable reimbursement requirements, including an allocation for any reimbursements with respect to applicable insurance and/or bonds, and to facilitate the reimbursement process.

(c) Contents of Milestone Draw Request

- (1) Each Milestone Draw Request shall contain the following items:
 - a) Milestone Draw Request cover sheet;
 - b) Description of the status of all completed Milestones, as of the date of the Milestone Draw Request;
 - c) Payments which are then due in accordance with the Milestone Payment structure, as of the date of the Milestone Draw Request;
 - d) A monthly progress report(s) for the applicable Milestone as of the date of the Milestone Draw Request;
 - e) Certification by the TSI that all Qualifying Events which are the subject of the Milestone Draw Request fully comply with the requirements of

the Agreement Documents subject to any exceptions identified in the certification;

- f) A report of the certified pay roles of the labor personnel hours for the applicable Milestone since the prior Milestone Draw Request;
- g) Milestone Draw Request data sheet(s) and supporting documents, as required by the Authority to support and substantiate the amount requested, including prior written approval of the Authority for Milestone Deliverables for each Milestone Payment included in the Milestone Draw Request, if any;
- h) DBE utilization report, if any, in a format reasonably satisfactory to the Authority for the applicable Milestone;
- i) An approved and updated Project Schedule for the applicable milestone; and
- j) Such other items as the Authority reasonably requests.

(2) In addition, no Milestone Draw Request shall be considered complete unless it:

- a) describes in detail the status of completion as it relates to the Project Schedule for the applicable Milestone;
- b) sets forth in detail the related payments which are then due in accordance with the Project Schedule for the applicable Milestone, as of the end of most recent prior Milestone Draw Request, including detailed itemization for any payments with respect to applicable insurance and/or bonds;
- c) in the case of amounts to be paid on a unit price basis, includes invoices, receipts or other evidence establishing the number of units delivered;
- d) in the case of amounts invoiced on a time and materials basis, includes all supporting documentation described in the Agreement Documents; and
- e) sets forth in detail the amounts paid to Sub-Contractors (including suppliers and sub-sub-Contractors) from the payments made by the Authority to the TSI with respect to the most recent prior Milestone Draw Request, including executed unconditional waivers of claims with respect to all amounts so paid.

(d) Milestone Draw Request Cover Sheet Contents

(1) The Milestone Draw Request cover sheet shall include the following:

- a) Milestone number and title;

- b) Request number (numbered consecutively starting with "1");
- c) Total amount earned to date for the applicable Milestone, as well as for the overall Project; and
- d) Authorized signature, title of signer, and date of signature.

(e) Partial Payments.

- (1) In the event all Qualifying Events for a particular Milestone are not achieved by the applicable Guaranteed Date, the TSI may submit an invoice for payment to the Authority, showing the approximate quantities of Work done and all permanent materials and equipment furnished but not incorporated in the Work, up to the date of such certificate, and the value of such materials and equipment as security for the fulfillment of this Agreement by the TSI until the completion of the particular Milestone. At the sole discretion of the Authority, the Authority may pay such invoice within 60 days to the TSI while carrying on the Work.
- (2) In the event the Authority, in good faith, disputes any invoiced amount, the Authority shall have the right to withhold or deduct payment of such disputed amount without incurring any interest; provided that the Authority has provided TSI with written notice of the amount in dispute and the reason for such withholding. No more than 15 days after TSI's receipt of such written notice of the amount and reason for the withholding or deducting of payment, the parties shall work together in good faith to settle the invoice dispute in accordance with this Agreement.

(f) Releases.

- (1) Appropriate final release forms and other required documentation shall be completed by the TSI and approved by the Authority. The acceptance by the TSI of payment of the final Milestone Payment (less any amounts of liquidated damages that may be imposed under this Agreement) shall operate as and be a release to the Authority and its agents from all Claims of or liability to the TSI for anything done or furnished or omitted to be done or furnished for or relating to Phase 1 Implementation, or any act or neglect of the Authority to the TSI or any Corporation or person arising from Phase 1 Implementation. Specifically, before final payment, the following shall be satisfied: (i) TSI and any subcontractors shall file affidavits certifying the amounts due and identity of any and all workmen owed wages due on account of Project work; and (ii) TSI shall execute and deliver the final invoice, including a full release of the Authority and its agents from any Claims or actions on this Agreement and certification by TSI that there are no outstanding liens or claims for work performed or materials supplied under this Agreement.
- (2) The Authority shall not be joined as a party to any lawsuit between TSI and any subcontractor, supplier or vendor, by reason of withholding or deducting funds under subsection (e) above and any party suing the Authority by reason of

holding said funds and any party suing the Authority in contravention of this provision shall be responsible and liable for attorneys' fees and legal costs incurred by the Authority in defending said claim. The Authority shall have the right to withhold from monies due to TSI an amount sufficient to completely the Authority against liability resulting from any claim against TSI.

(g) Phase 1 Retainage.

- (1) The Authority shall retain 10% of all Phase 1 payments to the TSI as the "retainage". The Authority shall withhold retainage for 30 days after final completion and acceptance of the Work.
- (2) If TSI holds retainage on subcontractor work, TSI shall pay such retainage on subcontractor work within 10 calendar days after satisfaction completion of the subcontractor's work.
- (3) The Authority shall have the right to retain, out of monies due, any amounts claimed by the Authority to be due to it from TSI, which retainage shall be in addition to any retainage set forth elsewhere.
- (4) No retainage shall apply during Phase 2 maintenance.

2.03 PHASE 1 IMPLEMENTATION LIQUIDATED DAMAGES

- (a) It is important that the Toll Collection System be delivered, installed, and placed into operation on the Project within the Guaranteed Date set forth for the "Go-Live (Open to Traffic/Tolling)" Milestone, as shown in Volume 02 - Project Description, Section 02-4.
- (b) Failure to meet the Guaranteed Date for the "Go-Live (Open to Traffic/Tolling)" Milestone shall result in liquidated damages being assessed by the Authority at a rate of \$16,500 per calendar day, unless specific time extensions (i) have been requested in writing by the TSI and approved in writing by Authority, at its sole discretion, (ii) have been initiated in writing by the Authority; or (iii) are the result of a contractor delay in the Project as acknowledged in writing by the Authority. Authority reserves the right to deduct the amount of liquidated damages from any funds due the TSI. If retained funds or other funds due the TSI are not sufficient to cover the liquidated damages, the TSI or Surety shall promptly pay the amount due. The TSI's maximum liability under this Section 2.03 (b) over the term of this Agreement shall be capped at 25% of the total amount set forth in Volume 11B - Price Proposal Form, Schedules A, B, and C.
- (c) The assessment to the TSI of liquidated damages shall represent the Authority's sole remedy and TSI's sole liability for consequences to the Authority derived from the TSI's failure to meet the Guaranteed Date for the "Go-Live (Open to Traffic/Tolling Milestone); however nothing contained in this section shall be construed as limiting the rights of Authority to additionally recover from the TSI any or all payments which become due to Authority for other reasons such as improper performance, failure to perform or breach of contract in any other respect of the entire Project, including, but not limited to, defective workmanship, equipment or materials. The

liquidated damages payable to the Authority under this Section 2.03 shall be included in the calculation of determining the amount of damages applicable against the Phase 1 Cap (as defined in Section 2.04(a) below).

2.04 PHASE 1 LIMITATION OF LIABILITY

(a) Phase 1 Cap

(1) Notwithstanding any other provision of the Agreement, TSI's total liability to the Authority and all liabilities arising out of or related to Phase 1 Implementation provided for in this Agreement and regardless of the legal theory, including breach of contract, negligence, strict liability, or statutory liability, (i) shall not, in the aggregate, exceed the total amount set forth in Volume 11B - Price Proposal Form, Schedules A, B, and C multiplied by 1.5 (the "Phase 1 Cap"); provided, however that TSI shall not be protected by any liability cap, including the Phase 1 Cap, in the next instances:

- a) Any willful misconduct, fraud or deliberate act of wrongdoing or reckless disregard of applicable law by the TSI;
- b) Death or personal injury of any person or property damage or destruction claims arising as a result of any negligence or tortious conduct by TSI;
- c) Any abandonment of the performance of the Agreement by the TSI (other than as a consequence of any suspension or termination under this Agreement);
- d) Losses or liabilities to the extent (a) covered by the proceeds of insurance required to be obtained and maintained by the TSI pursuant to this Agreement, or (b) such losses or liabilities that would have been covered by proceeds of insurance but for a failure by the TSI to maintain the insurance policies required to be obtained and maintained by the TSI pursuant to this agreement (up to the amount of the required insurance and deductibles thereon); and/or
- e) Any fines or penalties payable by HCRMA under any statute, regulation or other applicable law resulting from a breach or violation of same by the TSI.

(b) This Section 2.04 shall survive termination of this Agreement for any reason.

(c) TSI shall not be liable for exemplary damages, punitive damages, incidental damages, lost profits, indirect damages, and consequential damages during Phase 1.

ARTICLE 3. TOLL COLLECTION SYSTEM MAINTENANCE SERVICES

3.01 COMMENCEMENT OF WORK

The TSI shall proceed with Phase 2 Maintenance, which consists generally of the products and services required for maintenance of the Toll Collection System as further described in Volume 02 – Project Description, upon the issuance of "GO-LIVE" by the Authority. Commencement of Phase 2 Maintenance

as described herein entails conveyance of ownership to the Authority of the products and equipment furnished by TSI in Phase 1 Implementation, along with the transfer of the risk associated therewith and any applicable risk insurance, which shall be then borne by Authority.

3.02 FEES AND CHARGES

The Authority shall pay a monthly fee (the “Monthly Fee”) for Phase 2 Maintenance to be performed as set forth in the Maintenance Prices (the form of which is provided as Volume 11B – Price Proposal Form to the RFP). The Monthly Fee shall not be increased or decreased during the five (5) year term following issuance of “GO-LIVE” except for adjustment as a result of damages assessed or Change Orders.

3.03 PAYMENT TERMS

- (a) Within 10 days of the last day of each month, TSI shall deliver to the Authority one copy of a Maintenance Price Draw Request for the Monthly Fee meeting all requirements specified herein except as otherwise approved in writing by the Authority. Each Maintenance Price Draw Request shall be executed by a designated and authorized representative of TSI appointed by TSI to have such authority in accordance with this Agreement. TSI acknowledges that the Authority may obtain funding for portions of Phase 2 Maintenance from the federal government, local agencies and other third parties, and TSI agrees to segregate Maintenance Price Draw Requests for all such Work in a format reasonably requested by the Authority and with detail and information as reasonably requested by the Authority.
- (b) Each Maintenance Price Draw Request must contain the following items:
 - (1) Maintenance Price Draw Request cover sheet;
 - (2) Monthly Maintenance Report;
 - (3) Certifications in form acceptable to the Authority that Phase 2 Maintenance conforms to the Agreement Documents;
 - (4) A report of the certified pay roles of the labor personnel hours for the applicable Milestone since the prior Milestone Draw Request;
 - (5) Maintenance Price Draw Request data sheet(s), documents and summary that support and substantiate the Performance Measures have been met, including prior written approval of the Authority confirming the Performance Measures have been met; and
 - (6) Submitted and approved changes to the Phase 2 Maintenance if applicable.
- (c) Within 15 business days after the Authority’s receipt of a complete Maintenance Price Draw Request, the Authority will review the Maintenance Price Draw Request, as applicable, and all attachments and certificates thereto for conformity with the requirements of the Agreement Documents and shall notify TSI of the amount approved for payment and the reason for disapproval of any remaining invoiced amounts or of any other information set forth in the Maintenance Price Draw Request. Within 60 days after the Authority board’s approval of a

Maintenance Price Draw Request, the Authority shall pay TSI the amount approved for payment in respect of such request.

- (d) In the event the Authority, in good faith, disputes any invoiced amount, the Authority shall have the right to withhold or deduct payment of such disputed amount without incurring any interest provided that the Authority has provided the TSI with written notice of the amount in dispute and the reason, therefore. No greater than 30 days after TSI's receipt of written notice of the amount and reason for withholding or deducting payment, the parties will work together in good faith to settle the invoice dispute. If the parties cannot agree on such dispute, such dispute will be handled in accordance with Section 5.11.
- (e) In the event the performance of Phase 2 Maintenance is not in conformity with the requirements specified in the Agreement Documents, the Monthly Fee due for the subsequent month in which the event occurred will be withheld without incurring any interest charges until such time as the TSI corrects or otherwise rectifies the nonconformity. The Authority reserves the right to withhold all or a portion of such Monthly Fee, depending on the severity of the problem. The Authority shall give notice and a full description of the problem to the TSI prior to withholding the payment. If the TSI does not agree with the Authority's decision to withhold such payments, such dispute will be handled in accordance with Section 5.11.

3.04 PHASE 2 MAINTENANCE LIQUIDATED DAMAGES

- (a) Notwithstanding anything to the contrary in this Section 3.04, if any Performance Measure or Required Service Level described in Volume 09, Performance Requirements fails to be met, then the TSI shall be liable to the Authority for liquidated damages for the Authority's economic loss as determined in same document. Phase 2 liquidated damages shall not, in the aggregate, exceed the then average Monthly Fee multiplied by 60 (or in a renewal period, the average Monthly Fee from the prior 12 months multiplied by 24) (the "Phase 2 Cap").
- (b) The parties acknowledge and agree that damages for such negligence on the part of the TSI will be difficult to determine and that the amounts specified in Volume 09 Performance Requirements have been agreed to by the parties as a reasonable estimate of the Authority's economic loss. The liquidated damages payable to the Authority under this Section 3.04 shall not be included in the calculation of determining the amount of damages applicable against the Phase 2 Cap (as defined in Section 3.05(a) below).
- (c) Liquidated damages described in this Section 3.04 shall not apply to TSI where Volume 9, Performance Requirements are met.

3.05 PHASE 2 LIMITATION OF LIABILITY

- (a) Phase 2 Cap
 - (1) Notwithstanding any other provision of the Agreement, TSI's total liability to the Authority and all liabilities arising out of or related to Phase 2 Maintenance provided for in this Agreement and regardless of the legal theory, including breach of contract, negligence, strict liability, or statutory liability, (i) shall not,

in the aggregate, exceed the then average Monthly Fee multiplied by 60 (or in a renewal period, the average Monthly Fee from the prior 12 months multiplied by 24) (the "Phase 2 Cap"); provided, however that TSI shall not be protected by any liability cap, including the Phase 2 Cap, for the same instances as stated in Section 2.04 of this Agreement.

- (b) This Section 3.05 shall survive termination of this Agreement for any reason.
- (c) Loss of Revenue. In case the performance of the services is not in conformance with Volume 9, Performance Requirements and HCRMA incurs a loss of revenue due to any action or inaction of the TSI (or any individual entity working on TSI's behalf), TSI shall be obligated to make payment to HCRMA of lost revenue. TSI shall not be liable for Loss of Revenue damages beyond the Phase 2 Cap.
- (d) TSI shall not be liable for exemplary damages, punitive damages, incidental damages, indirect damages, and consequential damages during Phase 2. For avoidance of doubt, Loss of Revenue as described in section 3.05 (c) shall not be considered a consequential damage.

3.06 RENEWAL PERIOD PRICE ADJUSTMENTS

- (a) The prices to be used for establishing pricing for any proposed renewal period described in Section 1.02 shall be based upon the pricing provided in Volume 11B - Price Proposal Form. Six months prior to issuance of a renewal period, Volume 11B - Price Proposal Form shall be adjusted to account for increases or decreases in the costs of labor and materials from the costs as of the Renewal Effective Date. These adjustments will be made as specified in this Section 3.06, regardless of the actual variations in cost of labor and materials for such items and shall be the TSI's sole and exclusive remedy for cost variations. TSI agrees that the economic price adjustments pursuant to this Section 3.06 shall be the sole basis for adjusting Volume 11B - Price Proposal Form for the renewal period to reflect inflation and/or market conditions. The TSI warrants that the prices contained in its Proposal do not include any contingency to cover anticipated increased costs of performance due to price inflation following the Effective Date.

- (1) Economic price adjustments shall be based on the following indices:
 - a) Labor amounts shall be adjusted in accordance with the Employment Cost Index (ECI) total compensation private industry all workers, Series ID CIU201000000000I, (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics.
 - b) Material amounts shall be adjusted in accordance with an index, which shall be a composite of the Electrical Machinery and Equipment Index (WPU 117) and the Metals and Metal Products Index (WPU 10), as published by the U.S. Bureau of Labor Statistics. The relative weights of those two indices in determining the composite index shall be calculated by the TSI as a result of the average distribution of material prices in the above two index categories, subject to approval by the Authority.

- (2) Prior to the renewal period, the economic price adjustment shall be applied to Volume 11B Price Proposal Form. TSI shall deliver to the Authority a statement showing the adjustment calculations, using a format approved by the Authority. The adjustment shall be calculated by individually multiplying the original Volume 11B - Price Proposal Form prices by a fraction, the numerator of which shall be the most recently published index as of the adjustment date and the denominator of which shall be the index for the month of the Effective Date.
- (3) In the event that any of the indices referenced in this Section 3.06 ceases to be published, or the method of calculating the index is materially altered, the Authority shall select another index to be used in place of the discontinued or altered index, or a method of adjusting the altered index. Any new index shall be comparable to the index which it replaces. Foreign (non-U.S.) indices and/or corrections. Foreign (non-US) indices and/or corrections for trading of currency shall not be eligible for use.

ARTICLE 4. CHANGE ORDERS AND CHANGE DIRECTIVES

4.01 AGREEMENT CHANGES

- (a) A Change Order shall be based upon agreement between the Authority and the TSI.
- (b) Changes in the Work shall be performed under applicable provisions of the Agreement Documents, and the TSI shall proceed promptly therewith, unless otherwise provided in the Change Order.
- (c) If unit prices are stated in the Agreement Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order that application of such unit prices to quantities of work will cause substantial inequity to the Authority or TSI, the applicable unit prices shall be equitably adjusted.

4.02 CHANGE ORDERS

- (a) A Change Order is a written instrument signed by the Authority and the TSI stating their agreement upon the following (or combination thereof):
 - (1) a change in Work, including but not limited to the Scope of Work;
 - (2) the amount of adjustment in Volume 11B - Price Proposal Form, if any;
 - (3) the extent of the adjustment in Guaranteed Date(s), if any; and/or
 - (4) to revise other terms and conditions of the Agreement Documents.
- (b) Methods used in determining adjustments to Volume 11B - Price Proposal Form may include those methods described under Change Directives.

(c) Proposed Change Order Letter

The Authority may at any time issue a Proposed Change Order letter (each, a "PCO Letter") to the TSI in the event of any desired change in the Work. The PCO Letter will state that it is issued under this Article 4 and will describe the Work in question and will state the basis for a proposed adjustment, if any, in the Tables. The Authority and the TSI will mutually determine and agree on the impact on the Guaranteed Date(s), if any, as a result of the change in the Work under the PCO Letter. The TSI shall proceed immediately as directed in the PCO Letter, pending the execution of a formal Change Order.

A PCO Letter signed by the TSI indicates the agreement of the TSI therewith, including adjustment in the Tables and Guaranteed Date(s) or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

ARTICLE 5. GENERAL PROVISIONS

5.01 TSI REPRESENTATIONS AND WARRANTIES

- (a) TSI represents and warrants that it is a [] corporation in good standing and eligible to do business in the State of Texas with the full corporate authority to execute this Agreement by the person signing below. TSI further warrants that (i) the Work performed shall meet or exceed the defined levels of performance and reliability provided in the Agreement Documents; (ii) all Deliverables described in Volume 8 and the Agreement Documents shall be materially accurate and complete; (iii) TSI has the resources and expertise to successfully accomplish and provide the warranty and maintenance obligations provided for in Volume 7; (iv) TSI will use only new materials and equipment which are free of any known defect for performing the Work; and (v) TSI shall give Authority the benefit of any third party equipment warranty or guaranty for equipment provided under this Agreement. Further, if TSI or its subcontractor takes any action that violates any manufacturer's warranty or guaranty for equipment provided under this Agreement, TSI will at its option, either (1) provide replacement equipment at no cost to the Authority; or (2) reimburse the Authority for related actual failure and/or replacement costs of the equipment.
- (b) TSI warrants that the Work performed under this Agreement shall meet or exceed the defined levels of performance and reliability provided in the Agreement Documents, shall be performed in a diligent, good, and workmanlike manner, with that degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature, and shall be free of defects. Further, TSI's professional services under this Agreement shall be performed with that degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature. All Work performed on the Project shall conform with the requirements of the Agreement Documents, including Project schedules. For any breach by TSI of this warranty for which Authority has notice and gives notice to TSI, TSI shall promptly re-perform any Work that is not in compliance with this warranty without delay and at TSI's sole expense.
- (c) If TSI's performance of Work on the Project or other actions of TSI cause damage to equipment, software, and/or any other part or portion of the Project, regardless of whether the performance of the Work is in accordance with the warranty provided by TSI, TSI shall be liable, at TSI's sole

expense, for either repair or replacement of the equipment, software, and/or other part or portion of the Project that was damaged by the performance of Work on Phase 2 Maintenance or other actions.

- (d) If the performance of Work performed on the Project or other actions is the cause of bodily injury, death, or damage to property owned by third parties, regardless of whether the performance of the Work is in accordance with the warranty provided by TSI, TSI shall be liable, at TSI's sole expense, and responsible for all Claims (as defined in Section 5.24 of this Agreement) related to such injuries, deaths, and/or damage (excluding the Authority's economic damages, except for lost profits) and TSI shall indemnify and hold harmless the Authority from and against such Claims, provided that the Authority complies with the provisions of Section 5.25(c) of this Agreement.
- (e) In the event TSI fails within 5 days to commence and within 30 days to repair, replace, reprogram, or re-perform, its obligations as provided herein with respect to any portion of the Authority's property that is subject to the Work, or fails to remedy and repair any and all damage as required herein with respect to the same, the Authority shall have the right to engage the services of another person or entity to perform such services, repair and/or remedial work, and TSI shall promptly reimburse the Authority for all costs and expenses incurred by the Authority, consistent with the requirements of its Procurement Policy, in connection with such other person or entity performing such repair and/or remedial work. If the Authority is not promptly reimbursed, the Authority shall have the right to set off any such amounts against any payments due from the Authority to TSI.
- (f) If the Work performed by or on behalf of TSI under this Agreement causes damage to any of Authority's property that is not subject to the Work, the Authority shall have the right to engage the services of another person or entity to perform such services, repair and/or remedial work, consistent with the requirements of its Procurement Policy, and TSI shall promptly reimburse the Authority for all costs and expenses incurred by the Authority in connection with such other person or entity performing such repair and/or remedial work. If the Authority is not promptly reimbursed, the Authority shall have the right to set off any such amounts against any payments due from the Authority to TSI pursuant to the provisions of Section 5.09 of this Agreement.
- (g) The warranties provided for in this Section do not apply:
 - (1) if the equipment is subject to material damage or misuse due to fault or negligence of the Authority or third parties that substantially impairs its integrity;
 - (2) to Force Majeure events, as defined in this Agreement;
 - (3) to damage caused by power sources or by peripheral equipment not supplied by TSI; or
 - (4) to the extent maintenance, modifications, or repairs are provided with respect to Phase 2 Maintenance by the Authority or third parties without TSI's prior written approval and such services cause damage or cause TSI to be unable to perform the services hereunder or to be able to perform the services only at additional costs to TSI which are not reimbursed by the Authority.

(h) TSI represents that the following are true statements and will remain true for the term of this Agreement, including any renewals; provided such statements remain to be required under State law:

- (1) **No Boycott of Israel Verification.** Pursuant to Section 2271.002, Texas Government Code, TSI hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable federal law, TSI agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. TSI understands "affiliate" for this Section 4.07 to mean an entity that controls, is controlled by, or is under common control with TSI and exists to make a profit.
- (2) **No Boycott of Certain Energy Companies.** Pursuant to Section 2274.002, Texas Government Code, TSI hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not boycott energy companies, and will not boycott energy companies during the term of the contract. For purposes of this Section, "Boycott Energy Company" shall have the meaning given such term in Section 809.001, Texas Government Code.
- (3) **No Discrimination Against Firearm and Ammunition Industries.** Pursuant to Section 2274.003, Texas Government Code, TSI hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. For purposes of this Section, "discriminate against a firearm entity or firearm trade association" shall have the meaning given such term in Section 2274.001, Texas Government Code.
- (4) **No Contracts with Certain Companies.** TSI and the person or persons executing the contract or contract amendment on behalf of TSI, or representing themselves as executing the contract or contract amendment on behalf of TSI (collectively, the "Signing Entities"), hereby acknowledge that (i) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of the Comptroller's website:
<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>;
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>;
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.
- (5) **No Conflict of Interest.** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest

with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the Authority not later than the 7th business day after the date the supplier or person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. TSI represents that it has no conflict of interest that would in any way interfere with its or its employee's performance of services for the Investor or which in any way conflicts with the interests of the Investor. TSI shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Investor's interests.

- (6) **Nondiscrimination.** TSI, with regard to work performed by it during this Agreement, shall not discriminate on the grounds of race, color, sex, or national origin.

5.02 GOVERNING LAW – CHOICE OF FORUM

The Agreement shall be governed and construed in accordance with Texas statutes without taking into account conflicts of laws rules. The parties hereto expressly agree that the proper forum for adjudication of matters arising under or relating to the Agreement shall be Hidalgo County, Texas.

5.03 SECTION HEADINGS

Section Headings are included for section identification purposes only and are not to be considered Agreement terms.

5.04 NOTICE PROVISIONS

Notices under the Agreement Documents shall be in writing and

- (a) delivered personally,
- (b) sent by certified mail, return receipt requested,
- (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or
- (d) sent by email with a request of a read receipt of message and receipt confirmed by telephone.

Individuals designated by the TSI and the Authority:

(TSI)

Address: 3610 Willowbend Blvd, suite 1026
Attn: Salvador Castromil
Phone: (281) 605-9777
Email: scastromil@sice.com

Hidalgo County Regional Mobility (Authority)

Address: 203 W. Newcombe Ave.
Pharr, TX 78577
Attn: Mr. Pilar Rodriguez, P.E. Executive Director
Phone: 956.402.4762
Email: prodriguez@hcrma.net

In addition, copies of all notices to proceed and suspension, termination and default notices forwarded by either Party shall be delivered to the following Persons:

Bracewell LLP

Address: 300 Convent St, Ste 2700
San Antonio, Texas 78205
Attn: Ms. Blakely L. Fernandez
Phone: 210.299.3410
Email: Blakely.Fernandez@bracewell.com

All communications to the Authority shall be clearly marked with the contract number to identify this Agreement.

5.05 ASSIGNMENT BY AUTHORITY

- (a) Neither party may assign its rights or delegate duties under this Agreement without the prior written consent of the other party, which will not be unreasonably withheld, provided that the Authority shall have the right, without the TSI's consent, to assign all or any portion of its rights and delegate all or any portion of its duties under this Agreement to the Department of Transportation of the State of Texas ("TxDOT") as required under the Project Development Agreement between TxDOT and the Authority, or to any successor entity to the Authority or to some or all of the Authority's duties and responsibilities.
- (b) The TSI shall cooperate with and assist the Authority in connection with any transition of the maintenance of all or any portion of the Project as applicable to another maintenance provider. This cooperation and assistance shall include, but not be limited to, preparation of a detailed succession plan that shall be sufficient to assist the Authority and its new maintenance provider in accomplishing a non-disruptive transition of maintenance services for the Project. The Authority shall pay the TSI for its reasonable costs in connection with the preparation of such succession plan on a time and materials basis as set forth in Section 4.02.

5.06 NOTICES TO PROCEED

- (a) The TSI shall not begin any Work Phase until the Authority issues an NTP or "GO LIVE" for the particular Work Phase. Costs incurred by the TSI before an NTP/GO LIVE is issued are not eligible for reimbursement.

- (b) NTPs are issued at the discretion of the Authority. While it is the Authority's intent to issue NTPs hereunder, the TSI shall have no cause of action conditioned upon the lack or number of NTPs issued.

5.07 PROGRESS

- (a) Inspections.

The Work and all reimbursements may be subject to periodic review by the Authority and associated government agencies, including TxDOT and the Federal Highway Administration (FHWA).

- (b) Reports.

The TSI shall promptly advise the Authority in writing of events that have a significant impact upon the progress of the Work, including:

- (1) problems, delays, or adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of Guaranteed Dates; this disclosure will be accompanied by statement of the action taken or contemplated, and any Authority or federal assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the Guaranteed Dates sooner than anticipated.

- (c) Corrective Action.

Should the Authority determine that the progress of Work does not satisfy the Guaranteed Dates, the Authority shall review the Project Schedule with the TSI to determine the nature of corrective action needed.

5.08 SUSPENSION OF WORK

- (a) Notice.

- (1) Should the Authority desire to suspend Work but not terminate the Agreement, the Authority may verbally notify the TSI followed by written confirmation, giving 30 days' notice (unless an emergency situation prevents such notice); provided, that such suspension may not exceed 180 days, unless otherwise agreed to by the parties. Both parties may waive the 30-day notice in writing.
- (2) In the event that the Authority has not paid any undisputed invoice to TSI within 60 days, TSI, after providing no less than 5 days' written notice to the Authority, shall have the right to suspend its operations until such payment has been made, plus any additional costs associated with suspending its operations.

(b) Reinstatement.

The Work may be reinstated and shall be resumed in full force and effect within 15 days of receipt of written notice from the Authority to resume the Work. Both parties may waive the 15-day notice in writing.

(c) Effect of Suspension of Work on Agreement Time.

If the Authority suspends the Work for reasons related to its own convenience and not due to the actions or fault of TSI, or if the TSI suspends the Agreement as set forth in this Article, then the affected Guaranteed Date(s) as determined in the Agreement shall be extended for the same number of days that the Work is suspended, plus a mutually agreed upon number of additional days for re-mobilization of TSI's resources, if any, and the period of the Agreement shall begin to run again whenever the Work is reinstated. Furthermore, the Authority shall pay all reasonable and necessary costs actually incurred by TSI in suspending the Work and restarting the Work. If the Authority disagrees with the costs incurred by TSI in suspending and restarting the Work or with the number of additional days needed for re-mobilization of TSI's resources, such dispute will be handled in accordance with Section 5.11 of the Agreement.

(d) Limitation of Liability.

Except as set forth in this Article, the Authority shall have no liability for Work performed or costs incurred, prior to the date authorized by the Authority to begin reinstated Work, during periods when Work is suspended, or after the completion date of the Agreement.

5.09 TERMINATION

(a) Causes

The Agreement may be terminated due to any of the following conditions:

- (1) By mutual agreement and consent, in writing from both parties.
- (2) By Authority by notice in writing to the TSI as a consequence of failure by the TSI to perform the Work set forth in the Agreement Documents in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its material obligations as set forth in the Agreement Documents. The parties agree that TSI's failure to receive payment on any undisputed invoice for a period of 60 days shall be a failure of a party to fulfill its material obligations.
- (4) By Authority for reasons of its own, not subject to the mutual consent of the TSI, by giving 30 days' notice of termination in writing to the TSI.
- (5) By either party, without consent or advance notice to the other, in the event this Agreement is declared void or unenforceable by a court or tribunal of competent jurisdiction.

- (6) By satisfactory completion of all services and obligations described herein.

Prior to termination pursuant to 5.09(a)(2) and 5.09(a)(3), above, the party that has failed to perform or fulfill its material obligations shall be afforded 30 days, following receipt of written notice from the other party, to initiate cure the failure; provided that, unless otherwise agreed to by the parties, such cure must be complete within 60 days.

(b) Measurement

Should Authority terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the TSI. The value of the work performed by the TSI prior to termination shall be determined in accordance with Section 5.09(d). Compensation for work at termination will be based on a percentage of the work completed at that time. Should Authority terminate the Agreement under Section 5.09(a)(4) above, the TSI shall not incur costs during the 30-day notice period in excess of the amount incurred during the preceding 30 days.

(c) Value of Completed Work

If the TSI defaults in the performance of this Agreement or if Authority terminates this Agreement for fault on the part of the TSI, Authority will give consideration, in its sole discretion, to the following when calculating the value of the completed Work:

- (1) the actual costs incurred (not to exceed the prices set forth in Volume 11B Price Proposal Form) in performing the Work to the date of default;
- (2) the amount of Work required which was satisfactorily completed to date of default;
- (3) the value of the Work which is usable to Authority;
- (4) the cost to Authority of employing another firm to complete the required Work, including replacing or reperforming unsatisfactory Work, if any;
- (5) the time required to employ another firm to complete the Work; and
- (6) other factors which affect the value to Authority of the Work performed. If Authority terminates the Agreement for reasons of its own, not subject to the mutual consent of the TSI, in accordance with Section 5.09(a)(4) above, or Authority terminates the Agreement in response to a court decision in accordance with Section 5.09(a)(5) above, then
 - a) with respect to the Phase 1 Implementation, Authority will pay to the TSI the fair and reasonable value of the Work completed in accordance with the Agreement up to the termination date. In such event, Authority will give consideration, in its sole discretion, to the following when calculating the value of the completed Work:

- i) the actual cost incurred (not to exceed the prices set forth in Volume 11B - Price Proposal Form) by the TSI in performing the Work to the date of termination;
 - ii) the amount of Work required which was satisfactorily completed to the date of termination;
 - iii) the value of the Work which is useable to Authority; and
 - iv) other factors which affect the value to Authority of the Work performed; and
- b) with respect to Phase 2 Maintenance, the TSI shall immediately invoice Authority for all accrued and unpaid Monthly Fees (not to exceed the prices set forth in Volume 11B - Price Proposal Form), and Authority shall pay the invoiced amount pursuant to Section 3.03, provided, however, that Authority shall have the right to set-off against such invoiced amount any and all amounts due or that may be due to Authority from the TSI as a result of a breach of the TSI's obligations or representations and warranties set forth in Section 5.01.

(d) Calculation of Payments

Authority shall use the Volume 11B - Price Proposal Form in determining the value of Work performed on Phase 1 Implementation up to the time of termination. The sum of the overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which Work was performed on Phase 1 Implementation shall be used to calculate partial payments. Any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

(e) Excusable Delays

Except with respect to defaults of Sub-Contractors, the TSI shall not be in default by reason of any failure in performance of the Agreement in accordance with its terms (including any failure to progress in the performance of the Work) if such failure arises out of causes beyond the control and without the default or negligence of the TSI (including without limitation non-chargeable failures as set forth in Section 09-6 of the RFP), or meeting the definition of Force Majeure Events as set forth and qualified in Section 5.30

Furthermore, the Authority shall pay all reasonable and necessary costs actually incurred by TSI to the extent the Excusable Delays or the Non-Chargeable Failures are not due to the default or negligence of the TSI, the TSI shall be entitled to be compensated for the proven direct costs derived from Excusable Delays or the reparation of the Non-chargeable failures (which shall include a reasonable overhead and profit amount based upon pricing previously agreed upon by the parties). Excusable Delays shall be subject to the payment provisions of Section 5.08.

(f) Materials

In the event of any termination of this Agreement, the Authority shall have the right, but no obligation, to purchase any existing spares and consumables inventory that are not already paid for by the Authority under this Agreement. In addition, in the event of any termination of this Agreement for any reason, the TSI shall return all keys to Authority and both parties' obligations with respect to TSI Confidential Information and Authority Confidential Information, as each is defined in Section 5.31 shall survive the expiration or earlier termination of this Agreement.

(g) Surviving Requirements

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of Authority and the TSI under the Agreement Documents, except for those provisions that establish responsibilities that extend beyond the term of the Agreement or as otherwise provided in any other Agreement Document. In the event of termination and upon the Authority's request, TSI shall provide transition services for 30 to 90 days to the Authority under a plan using the pricing structure then in place.

5.10 RIGHT TO SETOFF

The Authority shall have the right, without being in breach of any of its obligations hereunder, to set off any amounts payable by the TSI to Authority under this Agreement, including, but not limited to, Phase 1 and Phase 2 Liquidated Damages, against any amounts payable by the Authority to the TSI.

5.11 DISPUTES

(a) Disputes Not Related to Agreement Services

The TSI shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the TSI in support of the Work authorized herein.

(b) Disputes Concerning Work or Cost

Any dispute between the parties as to the interpretation of, subject matter of, or in any way related to, any one or more of the Agreement Documents or additional costs, or any non-procurement issues, is to be resolved by the two parties attempting to reach a fair and equitable resolution by using good faith negotiation followed by, if necessary, one or more of the following means. The means to be used are:

- (1) mediation; and/or
- (2) legal proceedings in a court of competent jurisdiction.

5.12 OWNERSHIP OF DATA AND DELIVERABLES

(a) Ownership of Material

Ownership of all data, materials, and documentation originated and prepared for the Authority pursuant to the RFP and under the Agreement shall belong exclusively to the Authority and be subject to public inspection in accordance with applicable law.

Subject to compliance with law, the Authority acknowledges that certain proprietary software and all related software documentation furnished under the Agreement Documents may constitute valuable assets of the TSI and, as between the Authority and the TSI, is proprietary information and property of the TSI, and that, by virtue of the Agreement Documents, the Authority shall acquire only the license and right to use the proprietary software and related software documentation under the terms and conditions set forth in the Agreement Documents and that the Authority shall not acquire any rights of ownership in or title to the proprietary software and any source codes or related software documentation.

Proprietary software and related software documentation shall be used only by employees of the Authority and any third parties whose services are necessary to the Authority exercise of its rights hereunder and as expressly permitted hereunder.

(b) Works for Hire

All Work provided under the Agreement Documents are considered works for hire, except as otherwise specified in Paragraph C. of this section, and as such all data, basic sketches, charts, calculations, plans, specifications, deliverables, and other documents created or collected incident to such work for hire under the terms of the Agreement Documents are the property of the Authority. The Authority shall have all rights, title and interest in or to all products, work plans, designs, programs, data bases, documentation, manuals, licenses and other Work developed or generated under the Agreement Documents, including, without limitation, unlimited rights to use, sell, make or duplicate, modify or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the TSI, from doing so. To the extent the TSI may be deemed at any time to have any of the foregoing rights, the TSI agrees to assign and does hereby assign such rights to the Authority.

(c) Software Delivery

TSI will deliver to the Authority all Software that is to be modified, customized, or implemented pursuant to the Agreement to meet the requirements in Attachment E – Technical Provision. Notwithstanding anything else in this section, all Software being delivered to the Authority is proprietary software of TSI. The Authority shall receive a license to such Software, and shall acquire no other right, title, or interest in or to such Software. This provision shall control over other provisions in the Agreement Documents. The TSI shall provide any Software License Agreement(s) for HCRMA's review prior to signing the Agreement.

(d) Disposition of Documents

All documents prepared by the TSI as part of Work provided under the Agreement Documents and all documents furnished to the TSI by the Authority shall be delivered to the Authority upon request by the Authority. The TSI, at its own expense, may retain copies of such documents or any other data which it has furnished the Authority under the Agreement Documents, but may only further use that data to the extent expressly authorized in the Agreement Documents.

(e) Release of Design Plans

The TSI

- (1) will not release any plans created or collected under the Agreement Documents except to its subcontractors as necessary to complete the Work;
- (2) shall include a provision in all subcontracts which acknowledges the Authority's ownership of the plans and prohibits their use for any use other than on behalf of the Authority under the Agreement Documents; and
- (3) is responsible for any improper use of the plans by its employees, officers, or subcontractors, including costs, damages, or other liability resulting from improper use. Neither the TSI nor any subcontractor may charge a fee for the portion of the plans created by the Authority.

5.13 PUBLIC INFORMATION

The Authority will comply with Government Code, Chapter 552, the Public Information Act (PIA), and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under the Agreement. The TSI has asserted that all Software delivered by the TSI to the Authority is deemed by the TSI to be proprietary, confidential, or otherwise exempt from disclosure under the PIA. The Authority will use reasonable efforts to notify the TSI if a request for public information is received which may require the Authority to disclose any portion of the Software or any other material that the Proposer has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow the TSI the opportunity to exercise its third party rights to protect such materials from public disclosure. The Authority is not obligated to and will not assert or argue on behalf of the TSI that any information provided to the Authority is exempt from required disclosure and shall not be liable for the disclosure of any information submitted by the TSI.

5.14 PERSONNEL, EQUIPMENT AND MATERIAL

(a) TSI Resources

The TSI shall furnish and maintain quarters for the performance of all Work, in addition to providing adequate and sufficient personnel and equipment to perform the Work required under the Agreement. The TSI certifies that it presently has adequate qualified personnel in its employment for performance of the Work required under the Agreement Documents, or it will be able to obtain such personnel from sources other than the Authority.

(b) Removal of TSI Employee

All employees of the TSI assigned to this Agreement shall have such knowledge and experience as will enable them to perform the duties assigned to them. The Authority may instruct the TSI to remove any employee from association with Work authorized in the Agreement Documents if, in the sole opinion of the Authority, the work of that employee does not comply with the terms of the Agreement Documents or if the conduct of that employee becomes detrimental to the successful completion of the Work.

(c) Replacement of Key Project Personnel

The TSI must notify the Authority in writing as soon as possible, but no later than three business days after a person designated as Key Project Personnel is removed from association with this Agreement, giving the reason for removal.

(d) Authority Approval of Replacement Personnel

The TSI may not replace Key Project Personnel without substituting replacements in their positions having equivalent qualifications and notifying the Authority of such replacements which notice shall include the qualifications of the successors without the prior written consent of the Authority. The Authority must be satisfied that the new Key Project Personnel subject to this Paragraph is qualified to provide the authorized services. If the Authority determines that the new Key Project Personnel subject to this Paragraph is not acceptable, the TSI may not use that person in that capacity and shall replace him or her with one satisfactory to the Authority within 45 days.

5.15 SOLICITATION FOR EMPLOYMENT

TSI hereby agrees that, during the term of this Agreement and for a period of six months thereafter, the TSI shall not recruit for employment any person or entity who or which is an employee of the Authority.

5.16 SUBCONTRACTING

(a) Approval

The TSI shall not assign, subcontract, or transfer any portion of the services related to the Work under the Agreement Documents without prior written approval from the Authority; provided, however, that this does not limit TSI's subcontracting to other firms to furnish specialized technology components and services that the TSI does not manufacture or produce in-house. The Authority shall respond to a TSI's request under this Section 5.16 to assign, subcontract or transfer any portion of the services within 10 days of receipt of the request. The Authority approves the suppliers and technologies nominated in the TSI's technical proposal; however, this approval does not relieve the TSI of its obligations to perform as per the contract requirements including, but not limited to, the standards provided in Volume 2, Milestones and Volume 9, Performance Requirements.

(b) Required Provisions

All subcontracts for Work under this Agreement shall include the provisions included in this Agreement, and any provisions required by law. The TSI is authorized to pay the subcontractors in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the Authority to the TSI.

(c) Prior Review

Subcontracts in excess of \$25,000 shall be subject to review and approval by the Authority prior to performance of work thereunder.

(d) TSI Responsibilities

No subcontract relieves the TSI of any responsibilities under the Agreement Documents.

5.17 INSPECTION OF WORK

The TSI shall furnish the Authority, and its authorized representatives, with every reasonable opportunity and facility for inspection and making certain that the Work under this Agreement is performed, and the materials are furnished in accordance with the requirements and intent of the Agreement Documents. Such inspection may include plant and/or shop visits and extensive field inspection during the toll equipment installation and testing phases. The Authority and its authorized representatives reserve the right to perform a plant or shop visit, as long as they provide two working days' notice prior to the actual visit.

5.18 AUTHORITY RESPONSES

The Authority agrees to use its best efforts to respond in a timely manner to all submittals made by TSI and to all of TSI's written requests for input, interpretation, clarification, confirmation, or information in sufficient detail to permit TSI to proceed with its Work without delay.

5.19 OBLIGATION TO PERFORM FUNCTIONS

(a) Any failure or neglect on the part of the Authority to enforce provisions provided in the Agreement dealing with supervision, control, inspection, testing, or acceptance and approval of the Work shall not relieve the TSI from full compliance with the Agreement Documents, nor render the Authority liable to the TSI for money damages, extensions of time, or increased compensation of any kind.

(b) The TSI shall not be held responsible for any time extensions which are solely initiated by the Authority or attributable to acts or omissions of the Authority. Such delays shall toll TSI's performance compliance by the same number of days.

5.20 COMPLIANCE

- (a) The TSI shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules, and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of the Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the TSI shall furnish the Authority with satisfactory proof of its compliance therewith.
- (b) TSI further covenants at all times to perform its duties and obligations hereunder in compliance with all applicable federal, state, local laws, and regulations necessary for the Project and this Agreement to be eligible for existing and potential state and federal funding, including, Transportation Infrastructure Finance and Innovation Act (TIFIA), State Infrastructure Bank (SIB), or other public funding.
- (c) All collection equipment and technology utilized in the performance of this Agreement shall comply with the Texas Department of Transportation and other applicable interoperability rules.
- (d) This Agreement is subject to review by the Texas State Auditor.
- (e) If TSI is owned by or affiliated with the Construction Contractor for the 365 Tollway Project, the Construction Contractor and TSI shall agree that no Value Engineering Change Proposal under the Construction Contract shall be submitted with regard to or related to the design or implementation of the Project.

5.21 TSI'S RESPONSIBILITY

(a) Accuracy

The TSI shall be responsible for the accuracy of Work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

(b) Errors and Omissions

The TSI's responsibility for all matters arising from design errors and/or omissions will be determined by the Authority. The TSI will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the Warranty Phase has been completed.

(c) Service Levels

The TSI shall meet the service levels described to in the Agreement Documents.

5.22 PERMITS, LICENSES, FEES AND TAXES

The TSI is responsible for obtaining all permits and licenses which are not provided by the Authority and must pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work under the Agreement Documents.

5.23 COOPERATION BETWEEN CONTRACTORS

The TSI shall work closely with any other contractors who will be working for the Authority and for TxDOT for the purpose of coordinating any activity which may affect both parties, including the Authority and/or TxDOT contractors engaged in road construction, and contractors performing toll equipment installation, equipment testing, power requirements, conduit requirements, etc. It will be critical that close coordination between the TSI, and other contractors is maintained during the life of the Agreement.

5.24 INSURANCE

The TSI shall secure and maintain insurance in its own name and at its own expense with insurance companies which are rated at least A-VII by A.M. Best Company. The TSI shall not commence Work under the Agreement Documents until it has provided insurance of such character and in such amounts shown below as will provide adequate protection for the Authority, its employees, its authorized representatives, and others lawfully on its property and for the TSI, against all liabilities, damages, and accidents, or has provided equivalent protection by some Authority approved method. The TSI shall maintain such insurance or equivalent protection in force during the life of this Agreement. The TSI shall furnish the Authority with satisfactory proof of carriage of insurance prior to execution of the Agreement, and no modification or change or insurance carriage and provisions shall be made without 30-days written advance notice to the Authority. A memorandum of issuance shall be available to the Authority stating the Authority and TxDOT are additional insureds, on a primary and non-contributory basis. Neither approval by the Authority, nor a failure to disapprove insurance furnished by the TSI, shall release the TSI of full responsibility for liability, damages, and accidents, as set forth herein.

If any operations are performed on the construction site by a sub-contractor, the TSI shall carry on its own behalf protective Liability and Property Damages Insurance at the same limits set forth for its own operations.

Before the TSI, or any subcontractor, will be permitted to enter upon the right-of-way of the Project, the policies for the foregoing insurance shall have been approved by the Authority and certificates therefore filed, as above required.

The minimum acceptable limits of coverage are:

- Commercial General Liability (each occurrence) \$1,000,000
- Commercial General Liability (Aggregate) \$2,000,000
- Employee Liability \$1,000,000
- Workers Compensation Statutory

- Commercial Auto Liability, Bodily Injury and Property Damage including all owned, hired and non-owned vehicles. \$1,000,000
- Excess/Umbrella Liability \$5,000,000*
- Builders Risk \$[Phase 1 amount] **
- Professional Liability Insurance \$2,000,000
- Contractors Pollution Legal Liability \$5,000,000

* In addition to the primary coverage listed, an umbrella or excess liability policy of not less than \$5,000,000 for any one occurrence of general liability, automobile liability, casualty (casualty, shall include but not be limited to any damage, theft, or other loss of the Authority’s spare parts stored by the TSI on behalf of the Authority) and employers’ liability.

** TSI shall be responsible for the Builders Risk insurance during Phase 1 and up to Go-Live. The property of the Toll Collection System and its risk of loss shall be transferred to the Authority at Go-Live, the property insurance shall be held by the Authority during the Phase 2 Maintenance. IN ADDITION TO ANY INDEMNIFICATION PROVISIONS SET FORTH IN SECTION 5.25 OR ANY OTHER AGREEMENT DOCUMENT, THE TSI (AND TSI’S DIRECT PARENT, IF ANY) SHALL FULLY INDEMNIFY AND HOLD HARMLESS THE AUTHORITY, EACH OF THE AUTHORITY’S AFFILIATES (INCLUDING TXDOT), AND EACH OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES (EACH INDIVIDUALLY, AN “AUTHORITY INDEMNIFIED PARTY” AND COLLECTIVELY, THE “AUTHORITY INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITY, LOSSES, COSTS, EXPENSES, SUITS, ACTIONS, PROCEEDINGS, CLAIMS, JUDGMENTS, AWARDS, PENALTIES, ATTORNEY’S FEES AND EXPENSES OF (COLLECTIVELY, “CLAIMS”), OF WHATSOEVER NATURE, PAST, PRESENT, OR FUTURE, ARISING FROM OR OUT OF THE PERFORMANCE OF THIS AGREEMENT BY THE TSI TO THE EXTENT CAUSED, WHETHER IN WHOLE OR IN PART, BY REASON OF THE TSI’S, ITS OFFICERS’, DIRECTORS’, AGENTS’, EMPLOYEES’, SUB-CONTRACTORS’, OR REPRESENTATIVES’ FAILURE TO OBTAIN THE PROPER INSURANCE COVERAGES SPECIFIED UNDER THIS SECTION 5.24. THE TSI (AND TSI’S DIRECT PARENT, IF ANY) EACH HEREBY WAIVES POTENTIAL IMMUNITY AVAILABLE TO IT UNDER THE WORKERS’ COMPENSATION ACTS OF THE STATE OF TEXAS OR ANY OTHER STATES AND ACKNOWLEDGES AND RECOGNIZES THAT THE TSI (AND TSI’S DIRECT PARENT, IF ANY) ARE EACH ASSUMING POTENTIAL LIABILITY FOR ACTIONS BROUGHT BY TSI’S OWN EMPLOYEES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT BY THE TSI BUT ONLY WITH RESPECT TO CLAIMS AGAINST THE TSI BY THE AUTHORITY FOR INDEMNITY UNDER THIS PROVISION. THIS INDEMNIFICATION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

5.25 INDEMNIFICATION

(a) Errors, Omissions, Negligent acts

In addition to any indemnification provisions set forth in any other agreement document, the TSI shall fully indemnify and hold harmless (and at the Authority's request, defend) the Authority Indemnified Parties from any and Claims, of whatsoever nature, past, present or future, arising from, out of, or related to the performance of this Agreement by the TSI to the extent caused, whether in whole or in part, by reason of the TSI's, its members', officers', directors', shareholders', managers', agents', employees', subcontractors', or representatives' error or omission or negligent acts or willful misconduct or material breach of this agreement. This indemnity shall not apply to losses caused solely by the

- (1) negligence of Authority or its employees, or
- (2) Authority's material breach of this agreement.

This indemnification shall survive the expiration or earlier termination of this Agreement.

(b) Attorney Fees

Each party shall, to the extent allowed by law, save harmless the prevailing party from any and all expense, including, but not limited to, attorney fees which may be incurred by the prevailing party in litigation or otherwise resisting claims or liabilities which may be imposed on the other party as a result of activities by the other party, its agents, or employees.

(c) Conduct of Claims

- (1) An Authority Indemnified Party shall promptly give notice to the TSI of any claim, whether between the parties or brought by a third party, specifying in reasonable detail the factual basis for the claim; provided, however, that the failure to give prompt notice shall not jeopardize the right of any Authority Indemnified Party to indemnification except to the extent such failure shall have materially prejudiced the ability of the TSI to defend such claim. Such notice shall be given by the Authority Indemnified Party as promptly as reasonably practicable, but within 20 business days after the Authority Indemnified Party becomes aware of such claim.

5.26 MAINTENANCE, RETENTION AND AUDIT OF RECORDS

(a) Retention Period

The TSI shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and Work provided (hereinafter called the Records). The TSI shall make the Records available at its office during the term of the Agreement and for four years from the date of final payment under the Agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last. Provided, however, that

if certain electronic, Personally Identifiable information, financial, or other information acquired by TSI in performance of the Work requires specific retention, protection, or deletion/destruction obligations, TSI agrees to comply with all state and federal laws, regulations and guidelines, and industry best-practices.

(b) Availability

The Authority or any of its duly authorized representatives shall have access to the TSI's records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

5.27 SUCCESSORS AND ASSIGNS

The TSI and the Authority do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. The TSI shall not assign, subcontract or transfer its interest in the Agreement without the prior written consent of the Authority.

5.28 SEVERABILITY

In the event any one or more of the provisions contained in the Agreement Documents shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.29 BOND REQUIREMENTS

The TSI shall provide to the Authority as obligee a Payment Bond and a separate Performance Bond for Phase 1 (the "Bond") issued by a responsible surety company acceptable to the Authority and legally authorized to do business in the State of Texas. The Bond shall be in a form acceptable to the Authority.

Within 15 days of the execution of the Agreement and prior to NTP, the TSI shall provide the Bond. The penal sum of the Bond shall be the estimated amount for the Phase 1 Implementation (Schedule A, B and C) as presented in the Summary table of Volume 11B - Price Proposal Form, and the Bond shall remain in place until Phase 1 System Acceptance. If a Bond acceptable to the Authority is not delivered to the Authority prior to the expiration of the 15 day period, the Authority shall have the right to terminate this Agreement, with no penalties assessed against the TSI; at which time the Agreement shall be of no further force and effect, and the Authority shall not be obligated to the TSI for any work that the TSI may have performed up to and including the date of such termination.

The TSI shall have failed to satisfy its obligations under this Section 5.29 if the surety company requests modifications or changes to the Agreement Documents, or requests other separate agreements from the Authority, that the Authority, in its sole discretion, deems unacceptable. The premium for the Bond shall be borne by the TSI.

5.30 FORCE MAJEURE

TSI shall be entitled to an extension of the Guaranteed Date(s) for (i) completion of a specified portion of the Project and, (ii) pursuant to the terms of the Agreement Documents, during the maintenance phase of the project, from failures to meet performance requirements detailed in Volume 9 - Performance Requirements, due to certain specified Force Majeure Events that are outside the control of TSI. Such Force Majeure Events shall be limited to the following: any earthquake, tornado, hurricane, flood or other natural disaster, fire, freight embargo, strike, blockade, rebellion, war, riot, or act of sabotage. TSI shall only be entitled to an extension of the Guaranteed Date(s), however, if any such Force Majeure Event materially and adversely affects TSI's obligations, and provided such Force Majeure Event is beyond the control of the TSI and is not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or law by TSI and further provided that such Force Majeure Event (or the effects of such Force Majeure Event) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by TSI. Should a Force Majeure Event happen, TSI shall be reimbursed for all reasonable and necessary costs actually incurred by TSI to repair the consequences and damages caused by the Force Majeure event, unless otherwise covered by proceeds of insurance. **The TSI agrees to pursue TSI's available insurances claims before seeking reimbursement from the Authority.** Under no circumstances will lack of human or financial resources be construed to constitute Force Majeure.

5.31 CERTAIN DEFINITIONS

As used in this Agreement, the following terms have the meaning indicated below:

"Affiliate" means, with respect to a specified Person, any other Person, whether now in existence or hereafter created, directly or indirectly controlling, controlled by, or under direct or indirect common control of such specified Person. For purposes of this definition, "control" (including, with correlative meanings, "controlling," "controlled by," and "under common control with") means the power to direct or cause the direction of the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

"TSI Confidential Information" means all information and data furnished by the TSI to the Authority and so marked or otherwise identified in writing by the TSI as confidential, excluding Standard Exceptions.

"Authority Confidential Information" means:

- a) Information relating to the Authority's owned or licensed (but excluding such information licensed from TSI) computer systems and systems architecture, including computer hardware, computer software, databases, algorithms, including source code, object code, commentary and documentation, program libraries, program listings, business methods, methods of processing, technical processes, and operational methods, all of the foregoing individually and which comprise software;
- b) Confidential information of third parties including that relating to software and software licenses (but excluding such information licensed from TSI), hardware, documentation, business plans, financial information, Authority lists and other business affairs;

- c) All trade secrets owned by or licensed by the Authority (but excluding such information licensed from the TSI);
- d) Authority's existing services, designs, technology, processes, technical data, engineering techniques, methodologies, and concepts;
- e) Algorithms and Business Rules developed by the Authority and its Affiliates and used in configuring the Software which are not modifications to the computer software comprising the Software; and
- f) All information or proprietary materials (in every form and media) not generally known in the relevant trade or industry but commonly and uniformly treated as confidential and which has been or is hereafter disclosed or made available by the Authority to the TSI and its successors, assignees, subcontractors, consultants, employees, and agents, in connection with the Agreement who are permitted access and disclosure pursuant to the terms of the Agreement, in the case of (a) – (g) modifications and derivative works of the foregoing, but excludes information and materials described in the Standard Exceptions.

"Direct Parent" shall mean with respect to a specified Person, any other Person having the power to direct or cause the direction of the management and policies of such Person, directly, whether through the ownership of voting securities, by contract or otherwise.

"Person" means any individual, corporation, company, voluntary association, partnership, joint venture, trust, limited liability company, unincorporated organization or government or any agency, instrumentality, or political subdivision thereof, or any other form of entity.

"Standard Exceptions" means information which the receiving party can prove:

- a) Is in the public domain on or prior to the date hereof;
- b) Was in the possession of the recipient thereof or its Affiliates on or prior to the date hereof and was not acquired or obtained from the discloser of such information or its Affiliates;
- c) Became part of the public domain, by publication or otherwise, not due to any unauthorized act or omission on the part of the recipient thereof or its Affiliates; or
- d) Is supplied to the recipient or its Affiliates by a third party as a matter of right and, to the recipient's knowledge, is not in violation of any confidentiality agreement between such third party and the discloser of such information.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AUTHORITY (HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY):

By: _____
Mr. Pilar Rodriguez, P.E.
Executive Director

TSI (SICE, Inc.) _____ :

By: _____
Mr. Salvador Castromil
Executive Vice-President – SICE, Inc.

April 20th, 2023

Pilar Rodriguez, PE
Executive director
Hidalgo County Regional Mobility Authority (HCRMA)
203 W. Newcombe Ave., Pharr, Texas 78577

RE: Clarification to the Contract Documents

Dear Mr. Rodriguez,

The parties agree to the below clarifications to the Contract Documents as referred in the section 01-4 (a) of the Contract.

1. Spare Parts

The parties agree that HCRMA requires additional spare parts as per the Attachment A. Spare Parts will be compensated on a pass-through basis.

2. Image Review

As per HCRMA requirements, the TCS system will have the option to set the double-blind configuration, however the image review price included in subcontract is for offshore single blind, and it does not consider that the double-blind configuration will be active. While HCRMA does not require a double-blind review of image-based transactions at this time, SICE shall still meet the image review key performance indicators and Service Level Agreements, as detailed in the RFP Section 9-08 Performance Requirements

The parties agree that the proposed image review fee has been calculated assuming that SICE will be entitled to charge the fee for:

- i. Any image-based transaction regardless the transaction is finally manually processed by an operator or automatically managed by the TCS due to high OCR confidences, PHS automatic rules or other automatic procedures to be agreed during the design phase of the Project, and
- ii. Any tag-based transaction that due to HCRMA business rules, must be managed as an image-based transaction (for example, the requirements of section 05-17 Image Processing Business Rules).

All those transactions will be considered as image-based transactions.

3. High Speed Testing

The parties agree that during the FAT, High speed testing will be proven through technical reports for the 365 Toll Road, before the commencement of the next testing phase.

4. Toll Site Maintenance Area

The parties agree that SICE will construct the maintenance area as per conceptual design of the RFP and that the civil contractor will stabilize at final grade the area where the maintenance pad will be installed and provide a nearby suitable access and parking area for the tolling maintenance vehicles.

5. Pavement Works

The parties agree that Paving and Maintenance of the pavement works are excluded from the Scope of Work of the TSI.

6. Refueling

The parties agree that, as part of the O&M obligations, the TSI will perform the refueling of the generators, however providing the power is an HCRMA responsibility, and, therefore, the fuel spent during power outages will be compensated to the TSI at cost as a pass-through item.

7. Payment breakdown

The parties agree to perform all the payments as per the Contract; but also agree to replacing Table 2 of Section 3-19 of Volume 3 in the RFP with the table included in the Attachment B to this document.

IN WITNESS WHEREOF, the parties hereto have executed this clarification to the Contract Documents.

AUTHORITY (HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY):

By: _____
Mr. Pilar Rodriguez, P.E.
Executive Director

TSI (SICE Inc.)

By: _____
Mr. Salvador Castromil
Executive Vice-President

Attachment A – Spare Parts

#	Equipment	Anticipated Vendor	Anticipated Model	Spares Qty (Per SICE)	Suggested Change	Spares Qty (New)
	MTG/RTG Qty.					
1	RFID Antenna	STAR SYSTEMS INTL	AVIOR Reader Antenna	2	0	2
2	RFID Reader	STAR SYSTEMS INTL	TITAN Multi-Protocol Reader	2	1	3
3	Detection Lasers (Entry) + brackets + cables	SIC	LMSS11	2	1	3
4	Piezoelectric Axle Sensor	REDFOX	TE Connectivity - Roadtrax BL - Piezoelectric Axle Sensor	2	1	3
5	Piezoelectric Detector Card	REDFOX	Northstar N554	2	1	3
6	Loop Detector Card	REDFOX	Northstar N524	2	1	3
7	Device Master	REDFOX	Northstar NDC15	2	1	3
8	Industrial Servers for Toll Zones	PREMIO	RCO-6000-CML	2	2	4
9	OCR Camera includes IR illuminator and ANPR	ADAPTIVE RECOGNITION	Vidar Smart 2x FHD, LT (U)	2	2	4
10	Set of Spares for Cabinets (AC, HVAC...)	SOUTHERN MANUFACTURING	SOUH-WE674426-B-ITS-AC-16C2	1	0	1
11	Cabinet HVAC	PULS	N/A	0	2	2
12	Power supply 24 VDC	PULS	CP20.241-R1	5	0	5
13	Power supply Redundancy Module	EATON	QS40-241	2	0	2
14	UPS High Capacity with Batteries	EATON	EATON 9PX - 2000	2	0	2
15	Batteries	EATON	EATON 9PX - 2000	4	0	4
16	Set of Spares Generators	KOHLER	Kohler 14KW - 14RCA	1	0	1
17	Industrial Switch	MOXA	N-PORT 5232	2	1	3
18	I/O server Jet IO	KORENIX	6550	2	1	3
19	Overview Camera	AXIS	P1455-LE	2	1	3
20	CCTV Camera	AXIS	P1455-LE	2	1	3
21	Set of Protections and Others (i.e. Brakers, Terminal Blocks, Surge Arrester...)	N/A	N/A	1	0	1
22	Set of Cables (loops, UTP, Fiber...)	N/A	N/A	1	0	1
23	Hard Drives for Control Center	DELL	DELL	2	0	2
24	Dell Power Supply	DELL	DELL	2	0	2
25	Portable Generator	N/A	N/A	0	0	0

Attachment B – Payment Milestones Breakdown

Payment Item	Schedule	Milestone	Payment Amount Description	Total Amount (Includes all individual payments made on each item)
1	N/A	Later of Contract Signature and Payment & Performance Bond submission	8% of the delivery cost excluding the Project Management Fee	\$ 553,973.04
2	A	Submission of documents in "Schedule A - Implementation"	46% of items 1 through 35 milestones in Schedule A upon SICE's submission of each milestone	\$ 534,639.60
3	A	Approval of documents in "Schedule A - Implementation"	46% of items 1 through 35 milestones in Schedule A upon HCRMA's approval of each milestone	\$ 534,639.60
4	A	Approval of other items in "Schedule A - Implementation"	92% of items 36 through 63 milestones in Schedule A upon proof of completion submitted to HCRMA	\$ 237,614.84
5	A	Project Management Monthly Fee	100% of the monthly fee every month (\$38,742.00 each month)	\$ 1,162,260.00
6	B	Approval of shop drawings of each site in "Schedule B - Hardware" items 1 to 9	25% for items 1 through 9 in Schedule B - Hardware upon approval of the tolling equipment shop drawings. Procurement	\$ 846,602.25
7	B	FAT for RSE in "Schedule B - Hardware" items 1 to 9	11% for items 1 through 9 in Schedule B - Hardware upon Commencement of FAT for RSE	\$ 372,504.99
8	B	FAT for RSE in "Schedule B - Hardware" items 1 to 9	11% for items 1 through 9 in Schedule B - Hardware upon approval of FAT for RSE	\$ 372,504.99
9	B	Beginning of the Installation Work for each site in "Schedule B - Hardware" items 1 to 9	15% for items 1 through 9 in Schedule B - Hardware upon beginning of the works	\$ 507,961.35
10	B	Completion of Installation Work for each site in "Schedule B - Hardware" items 1 to 9	15% for items 1 through 9 in Schedule B - Hardware upon completion of the installation of each site	\$ 507,961.35
11	B	SAT for each site in "Schedule B - Hardware" items 1 to 9	10% for items 1 through 9 in Schedule B - Hardware upon SAT of each site is approved	\$ 338,640.90
12	B	Final Acceptance for each site in "Schedule B - Hardware" items 1 to 9	5% for items 1 through 9 in Schedule B - Hardware upon Final Acceptance of each site	\$ 169,320.45
13	B	Mobilization on site for each site in "Schedule B - Hardware" items 10 to 18	50% for items 10 through 18 in Schedule B - Hardware upon beginning of the works	\$ 498,685.00
14	B	Completion of Installation Work for each site in "Schedule B - Hardware" items 10 to 18	42% for items 10 through 18 in Schedule B - Hardware upon completion of the civil works of each site	\$ 418,895.40
15	B	Shop drawings for each site in "Schedule B - Hardware" items 19 & 20	35% for items 19 & 20 in Schedule B - Hardware upon approval of the servers shop drawings. Procurement	\$ 137,833.85
16	B	Installation on site for each site in "Schedule B - Hardware" items 19 & 20	32% for items 19 & 20 in Schedule B - Hardware upon physical installation of servers on site	\$ 126,019.52
17	B	Completion of the works for each site in "Schedule B - Hardware" items 19 & 20	25% for items 19 & 20 in Schedule B - Hardware upon completion of the installation works on site (ready for SAT)	\$ 98,452.75
18	C	FAT for each system in "Schedule C - Software" items 1 & 7	10% for items 1 through 7 in Schedule C - Software upon Commencement of PHS FAT	\$ 72,653.60
19	C	FAT for each system in "Schedule C - Software" items 1 & 7	10% for items 1 through 7 in Schedule C - Software upon approval of PHS FAT	\$ 72,653.60
20	C	SIT for each system in "Schedule C - Software" items 1 & 7	10% for items 1 through 7 in Schedule C - Software upon Commencement of PHS-RSE integration Test	\$ 72,653.60
21	C	SIT for each system in "Schedule C - Software" items 1 & 7	10% for items 1 through 7 in Schedule C - Software upon approval of PHS-RSE integration Test	\$ 72,653.60
22	C	SAT for each system in "Schedule C - Software" items 1 & 7	25% for items 1 through 7 in Schedule C - Software upon Commencement of PHS SAT	\$ 181,634.00
23	C	Final Acceptance for each system in "Schedule C - Software" items 1 & 7	27% for items 1 through 7 in Schedule C - Software upon approval of PHS SAT	\$ 196,164.72
24	D	One monthly instalment every month from go-live	100% of the monthly fee of the applicable year	\$ 5,751,746.00
25	E	Delivery of the Payment and Performance bond	100% of the items 1 & 2 in the Schedule E - Bonds upon hand over of the Bonds	\$ 142,000.00
26	N/A	Material on hand	Material on Hand (MOH): HCRMA will pay to SICE the actual cost of all material procured for the Project, which have been marked for the Project and stored in a secured location. MOH will be handled following the TxDOT specs item 9.6.	N/A
				\$ 13,980,669.00

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2023 – 23

CONSENT TO THE EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES FOR THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY WITH BRACEWELL, LLP, ESCOBEDO & CARDENAS, L.L.P., AND THE LAW OFFICES OF RICHARD A. CANTU, P.C. (D/B/A CANTU LAW COMPANY)

THIS RESOLUTION is adopted this 23rd day of May 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, pursuant to the Act, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004, Petition of the County dated April 21, 2005, and Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005;

WHEREAS, the Board has been constituted in accordance with the Act to address mobility issues in and around the County;

WHEREAS, the Authority requires legal services to conduct its business and provide advice to the Board and staff;

WHEREAS, on February 11, 2019, after publication of a request for qualifications, the Authority received a single joint-response for legal services from Bracewell LLP and Escobedo & Cardenas, LLP (collectively, the “Respondents”);

WHEREAS, by Resolution No. 2019-12, the Board approved that certain Professional Services Agreement with the Respondents to serve as co-general counsel to the Authority (the “Agreement”), which Agreement provides for a three year term, with the option for two one-year extensions;

WHEREAS, the scope of services provided by Escobedo & Cardenas, L.L.P. (the “Escobedo Firm”) included a subcontract with the Law Offices of Richard A. Cantu, P.C. (the “Cantu Firm”);

WHEREAS, by Resolution No. 2022-40, the Board approved the first one-year extension of the Agreement and authorized and assignment of the Agreement allowing the Cantu Firm to become a direct contract holder, with the Escobedo Firm as its subcontractor;

WHEREAS, by Resolution No. 2023-04, the Board approved a second assignment of the Agreement providing that the Escobedo Firm and the Cantu Firm are both direct contract holders to the Agreement, along with Bracewell LLP; and

WHEREAS, the term of the first extension of the Agreement expires on May 24, 2023 and the Authority desires to implement the second one-year extension;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are hereby incorporated into the text of this Resolution as if fully restated.

Section 2. The Board hereby authorizes the second one-year extension to the Agreement hereto attached as Exhibit A.

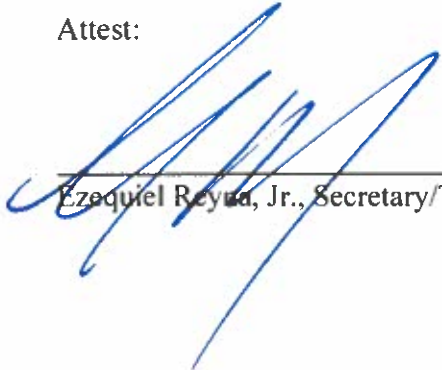
Section 3. The Board authorizes the Executive Director to execute the one-year extension to the Professional Service Agreement with Bracewell, LLP, Escobedo & Cardenas, LLP, and the Law Offices of Richard A. Cantu, P.C. (D/B/A Cantu Law Company to provide legal services to the Hidalgo County Regional Mobility Authority, as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 23rd day of May, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman

Attest:



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

SECOND ONE (1) YEAR EXTENSION TO THE LEGAL SERVICES AGREEMENT WITH
THE LAW OFFICES OF ESCOBEDO & CARDENAS L.L.P.,
THE LAW OFFICES OF RICHARD A. CANTU, P.C. (D/B/A THE CANTU LAW COMPANY) AND
BRACEWELL LLP
DATED
MAY 24, 2023

STATE OF TEXAS

§
§
§
§
§

PROFESSIONAL
SERVICES AGREEMENT

HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY

SECOND ONE-YEAR EXTENSION of the Professional Services Agreement (“Agreement”) entered into by and among the HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY, a political subdivision of the State of Texas (“RMA”), the LAW OFFICES OF ESCOBEDO & CARDENAS LLP (“Escobedo”), the LAW OFFICES OF RICHARD A CANTU, P.C. (D/B/A CANTU LAW COMPANY) (“Cantu”), and BRACEWELL LLP (“Bracewell”) pursuant to RMA’s authority under the Chapter 370, Texas Transportation Code and the original Professional Services Agreement with three year term, adopted April 13, 2019 and previously extended for the first one-year extension on May 24, 2022.

This extension restates the Agreement dated April 13, 2019 and previously extended on May 24, 2022, subject to the following:

1. Co-General Counsel to the RMA shall include all of Escobedo, Cantu, and Bracewell.
2. The term of this Extension is one year, beginning on May 24, 2023.
3. Notice to parties shall be as described in the Second Assignment and Assumption of Professional Services Agreement.

ESCOBEDO & CARDENAS, LLP a Texas limited liability partnership

By: Luis M. Cardenas, Partner

LAW OFFICE OF RICHARD A. CANTU, P.C., a Texas professional corporation d/b/a Cantu Law Company

By: Richard A. Cantu, President

BRACEWELL LLP, a Texas limited liability partnership

By: Blakely L. Fernandez, Partner

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

Pilar Rodriguez, Executive Director

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023- 24

REINSTATEMENT OF PROFESSIONAL SERVICES AGREEMENT WITH
ROW SURVEYING SERVICES, LLC
TO PROVIDE SURVEYS FOR THE 365 TOLLWAY AND
THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECTS

THIS RESOLUTION is adopted this 27th day of June, 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”) acting through its Board of Directors (the “Board”) is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to several surveying firms, including: (i) Halff Associates, (ii) RODS Surveying, (iii) Quintanilla Headley & Associates, (iv) Land Tech Consultants, (v) R. Gutierrez Engineering, (vi) Melden & Hunt, DOS Land Surveying, (vii) SAMES, (viii) Bain Medina Bain, (ix) ROW Surveying Services, and (x) Fulcrum Consulting Services to establish a pool of surveying firms for the 365 Tollway Project;

WHEREAS, the Authority approved Resolution 2016-127 awarded a contract and approved a work authorization for survey services with ROW Surveying Services and by Resolution 2017-21 clarified the scope of work under that contract (the “ROW Contract”);

WHEREAS, the ROW Contract has been amended several additional times, including by Resolution 2017-19 (adding Work Authorization No. 2), Resolution 2017-20 (approving Amendment 1 increasing the maximum amount payable under WA2), Resolution 2017-40 (adding Work Authorization No. 3), Resolution 2017-41 (approving Amendment 2 increasing the maximum amount payable under WA2), Resolution 2017-56 (approving Supplemental 1 to WA2), Resolution 2017-50 (approving Amendment 3 and increasing the amount payable under Work Authorization No. 4); Resolution 2017-57 (approving Supplemental 1 to WA3), Resolution 2018-35 (approving Amendment 4), and Resolution 2021-65 (approving Amendment 5 providing a contract time extension through December 31, 2023);

WHEREAS, on January 17, 2023, the Hidalgo County Commissioners appointed Julio Cerda (“Cerda”), the president and CEO of ROW Surveying Services to the Board;

WHEREAS, on January 27, 2023, Cerda initiated a termination of the ROW Contract in anticipation of his service on the Board;

WHEREAS, on January 27, 2023, the Authority accepted the termination of the ROW Contract in order to for Cerda to be sworn in as a Board member;

WHEREAS, on May 6, 2023, Cerda vacated his position on the Board when he was elected to the Sharyland ISD School Board;

WHEREAS, Cerda served for approximately three months on the Board and did not participate in any action related to surveying contracts during that term; and

WHEREAS, ROW Surveying Services has requested the reinstatement of the ROW Contract;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby reinstates the ROW Contract, as amended. This reinstatement does not serve to extend the ROW Contract term or add any additional work authorizations thereunder.

Section 3. The Board authorizes the Executive Director to execute the Contract Reinstatement.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th day of June, 2023, at which meeting a quorum was present.


S. David Deanda, Jr., Chairman


Ezequiel Reyna, Jr., Secretary / Treasurer

**SUPPLEMENTAL AGREEMENT NO. 5
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 5 TO MAIN CONTRACT is made pursuant to the terms and conditions of "Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and ROW Surveying Services, LLC. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

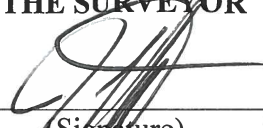
Article II Agreement Period

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

This Supplemental Agreement No. 5 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR




(Signature)
Julio Cerda

(Printed Name)
President

(Title)
12/13/2021

(Date)

THE AUTHORITY



(Signature)
Pilar Rodriguez, P.E.

(Printed Name)
Executive Director

(Title)
1/10/2022

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-25

RESOLUTION 2023-25 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION 4 SUPPLEMENTAL NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING FOR A NO-COST TIME EXTENSION FOR GENERAL ENGINEERING CONSULTING SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 27th day of June 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to work authorization number 4 to \$85,846.48 with HDR Engineering, Inc.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of \$289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project.

WHEREAS, the Authority finds it necessary to approve Resolution 2023-25 approving of Work Authorization Number 4 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority.

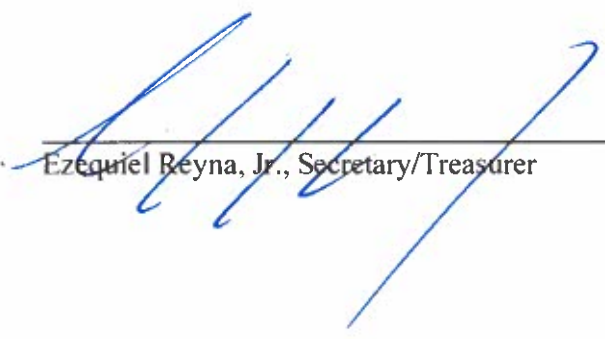
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Resolution 2023-25 – Approval of Work Authorization Number 4 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering to provide General Engineering Consulting services to the Hidalgo County Regional Mobility Authority, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 4 Supplemental Number 2 to the Professional Services Agreement with HDR.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th day of June 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 4 SUPPLEMENTAL
NUMBER 2
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

**SUPPLEMENTAL AGREEMENT NO. 2 TO WORK AUTHORIZATION
NO. 4 TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 30, 2024, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)

(Signature)

David C. Weston

Pilar Rodriguez, P.E.

(Printed Name)

(Printed Name)

Gulf Coast Area Manager

Executive Director

(Title)

(Title)

(Date)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-26

RESOLUTION 2023-26 – CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION 8 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING FOR ADDING AQUATIC LIFE RELOCATION SERVICES, WETLAND BOUNDARY SURVEY SERVICES, AND ADDITIONAL HDR PROJECT MANAGEMENT SERVICES

THIS RESOLUTION is adopted this 27th day of June 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to work authorization number 4 to \$85,846.48 with HDR Engineering, Inc.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of \$289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-26 Supplemental Number 1 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering for an increase of \$227,058.56 for adding Aquatic life relocation services, wetland boundary survey services, and additional HDR project management services for the 365 Tollway.

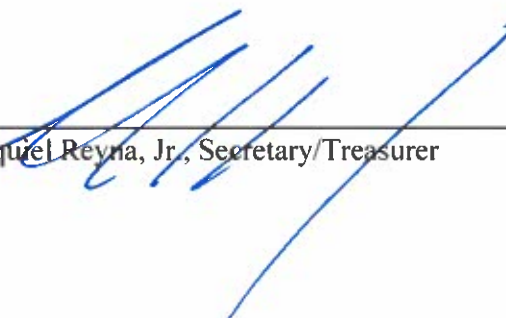
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Supplemental Number 1 to Work Authorization Number 8 to the Professional Service Agreement with HDR Engineering, Inc. for an increase in cost of \$227,058.56 for adding Aquatic life relocation services, wetland boundary survey services, and additional HDR project management services to the Hidalgo County Regional Mobility Authority, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Supplemental Number 1 to Work Authorization 8 to the Professional Services Agreement with HDR.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th day of June 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

SUPPLEMENTAL NUMBER 1
TO
WORK AUTHORIZATION 8
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 8
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

The following terms and conditions of Work Authorization No. 8 are hereby amended as follows:

PART II. The maximum amount payable under this Supplemental Agreement is \$227,058.56 and the method of payment is **Specified Rate Basis** as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in attachment E, Fee Schedule of the Agreement and the GEC's estimated Supplemental Agreement costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Supplemental Agreement.

PART IV. This Supplemental Agreement shall become effective on the date of final acceptance of the parties hereto and shall terminate on **January 31, 2026**, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 8 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

LIST OF EXHIBITS

Exhibit B	Services to be provided by the GEC
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Sub Provider Monitoring System Commitment Agreement

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. General

The purpose of this supplemental agreement to work authorization 8 is for the GEC to assist the Hidalgo County Regional Mobility Authority (HCRMA)(hereinafter referred to as the “Authority”) with additional construction phase tasks for the 365 Toll project (hereinafter referred to as the “Project”). An outline for the task categories to provide these additional services is as follows:

2. Project Management / Administration
3. Aquatic Resource Relocation Services
4. Wetland Boundary Survey Delineation
5. Unforeseen Benchmark Replacements

2. Project Management / Administration

The GEC will conduct and monitor the following project management and administrative tasks for the active work authorizations with the Authority.

- a. Provide monthly progress reports, invoice, and finance monitoring
- b. Contractual document control
- c. Subconsultant management
- d. General support to the Authority for managing their program that includes recommendations, advisory tasks, participation in Authority meetings, participation in Agency meetings that are not detailed under clearly defined work authorization tasks.

3. Aquatic Resource Relocation Services

Landhawk has developed the following tasks to aid in compliance of local, state, and federal regulations through unionid mussel surveys, and the relocation of aquatic resources from ditches and canals at stations 810 – 835, 895, 954 – 955, 955 – 957, 1013 – 1023, 1029 – 1053, 1060 – 1067, 1080 – 1109, 1119, 1139, 1160, 1214 – 1215, 1227, 1261, and 1289. Each of these segments will need its own ARRPs and formal survey report.

Aquatic Resource Relocation Plans (ARRPs) Development

A Landhawk malacologist will first create ARRPs that comply with U.S. Fish and Wildlife Service (USFWS) and Texas Parks and Wildlife Department (TPWD) Freshwater Mussel Survey Protocol.

Phase 1 Surveys

The malacologist will then conduct quantitative surveys to determine malacofaunal presence along the survey areas as mentioned in the ARRP. All unionid mussels observed during the surveys will be relocated to nearby waterbodies. If a Phase 2 trigger is met, additional qualitative malacofaunal surveys will be conducted. Unionid mussel assemblage data may be used for further research and publication.

Ichthyofaunal Relocations

A Landhawk ichthyologist will collect all fishes in the survey areas via seining or electrofishing, identify them, and relocate them to nearby waterbodies. Voucher specimens may be collected if required, and fish voucher specimens may be donated to the Fishes of Texas for further research and publication.

Threatened or Endangered Species

If any state or federally listed threatened or endangered species are observed during the malacological or ichthyological surveys, further coordination with USFWS and TPWD will be required before proceeding with the survey and any relocation.

Other Aquatic Resources

Other aquatic resources that are not protected by local, state, or federal departments will be relocated at the malacologist or ichthyologist's discretion.

Freshwater Mussel and Ichthyofaunal Survey Reports

Landhawk malacologist and ichthyologist will write formal reports denoting the aquatic resources observed and relocated through the duration of the project.

Disclaimer

Surveys can confirm the presence of protected species, but negative results do not guarantee that rare or threatened species are absent. It is highly advised that all personnel exercise caution when conducting any activities that can potentially harm wildlife. The lack of data available on the unionid mussel communities in the general area may cause mussel survey protocols to change as new data is collected. This may result in a change to the original estimate.

Assumptions:

- The Client is responsible for obtaining unencumbered permission to enter private property for field surveys.
- The Client will provide Landhawk all necessary project-related files and data, including shapefiles, prior to field surveys or initiating report preparation.
- Landhawk assumes that all deliverables will be provided electronically.

4. Wetland Boundary Survey Delineation

The wetland areas as delineated in the Project plans will be horizontally surveyed in the field and staked using project survey control.

5. Unforeseen Benchmark Replacements

The purpose of this task is to recover the effort for replacing and reestablishing 365 Toll survey control benchmarks horizontally and vertically that were not known to be damaged, removed, or missing. This includes the effort for placing concrete and survey discs.

Exhibit C

Proposed Work Schedule

365 Toll Construction Phase

Task 1

Project Management / Administration

05/23/2023 - 12/31/2023

Task 2

Aquatic Resource Relocation Services

05/23/2023 – 12/31/2023

Task 3

Wetland Boundary Survey Delineation

05/23/2023 – 7/31/2023

Prime Provider: HDR Engineering, Inc.
 Subconsultant: Melden and Hunt
 Work Authorization: 08

	365 Toll Const Phase		Total by Firm	% by Firm	
	Labor	ODE			
HDR	\$76,588.08	\$0.00	\$76,588.08	34%	
Melden and Hunt	\$28,677.16	\$0.00	\$28,677.16	13%	
Landhawk Consultanting	\$120,013.75	\$1,779.57	\$121,793.32	54%	\$121,793.32
<blank>			\$0.00	0%	
<blank>			\$0.00	0%	
<blank>			\$0.00	0%	
<blank>			\$0.00	0%	
<blank>			\$0.00	0%	
Sub-Total by Task	\$225,278.99	\$1,779.57	Total WA	100% check	Total Labor Hrs
Total by Task	\$227,058.56		\$227,058.56		366
					46 197

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 08

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	TOTAL FOR WA08	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	\$32.00		\$0.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	\$94.00		\$0.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	\$55.00		\$0.00
Mileage	mile	CSR	F	\$0.585		\$0.00
Rental Car Fuel	gallon	n/a	M	\$3.75		\$0.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	\$75.00		\$0.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$580.00		\$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$450.00		\$0.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$600.00		\$0.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$900.00		\$0.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	\$45.00		\$0.00
Taxi/Cab fare	each/person	n/a	M	\$30.00		\$0.00
Parking	day	n/a	M	\$20.00		\$0.00
Toll Charges	each	n/a	M	\$10.00		\$0.00
Standard Postage	letter	CSR	F	\$0.47		\$0.00
Certified Letter Return Receipt	each	CSR	F	\$6.20		\$0.00
Overnight Mail - letter size	each	CSR	M	\$22.00		\$0.00
Overnight Mail - oversized box	each	CSR	M	\$85.00		\$0.00
Courier Services	each	n/a	M	\$28.00		\$0.00
Photocopies B/W (11" X 17")	each	n/a	F	\$0.25		\$0.00
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	\$0.12		\$0.00
Photocopies Color (11" X 17")	each	n/a	F	\$1.50		\$0.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	\$0.85		\$0.00
Digital Ortho Plotting	sheet	n/a	M	\$1.25		\$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	\$0.50		\$0.00
Plots (Color on Bond)	per sq. ft.	n/a	F	\$1.00		\$0.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	\$4.00		\$0.00
Color Graphics on Foam Board	square foot	n/a	F	\$5.00		\$0.00
Presentation Boards 30" X 40" Color Mounted	each	n/a	M	\$125.00		\$0.00
Report Printing	each	n/a	M	\$65.00		\$0.00
Report Binding and tabbing	each	n/a	M	\$8.00		\$0.00
Notebooks	each	n/a	M	\$9.00		\$0.00
Reproduction of CD/DVD	each	n/a	M	\$5.00		\$0.00
CDs	each	n/a	F	\$1.75		\$0.00
4" X 6" Digital Color Print	picture	n/a	F	\$0.25		\$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	\$50.00		\$0.00
Hazardous Materials Database Search	per search	n/a	M	\$350.00		\$0.00
Noise Meter Rental	per project	n/a	M	\$150.00		\$0.00
Environmental Database Search	per project	n/a	M	\$1,100.00		\$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	\$65.00		\$0.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	n/a	F	\$1,350.00		\$0.00
Newspaper Advertisement	per publication	n/a	M	\$1,650.00		\$0.00
Court Reporter	page	n/a	M	\$10.00		\$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	\$500.00		\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language) for Public Involvement	event	n/a	F	\$500.00		\$0.00
Translator (English to Spanish, other language as appropriate, or Sign Language)	hour	n/a	M	\$100.00		\$0.00
Custodian for Public Involvement	hour/custodian	n/a	M	\$35.00		\$0.00
Sound Technician for Public Involvement	event	n/a	M	\$1,000.00		\$0.00
Law Enforcement/Uniform Officer (without vehicle)	per hr	n/a	M	\$45.00		\$0.00
Total ODE Cost					\$0.00	\$0.00

check Should be Zero
\$0.00 \$0.00

Prime Provider: HDR Engineering, Inc.
 Subconsultant:
 Work Authorization: 08

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	TOTAL FOR WA08	Sub-Total per ODE		
Mileage (Tasks 1-3, 250miles/wk,~16wks)(Task 4, 250miles/wk,~197wks)	mile	CSR	F	\$0.585	3042	\$1,779.57		
Total ODE Cost					\$1,779.57	\$1,779.57	\$1,779.57	\$0.00

ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: N/A and attach with the work authorization or supplemental work authorization.**

Contract #: 07-E36-19-04 Assigned Goal: 12.2% Prime Provider HDR Engineering, Inc.

Work Authorization (WA)#: 8 WA Amount: \$1,244,594.55 Date: 3/30/2022

Supplemental Work Authorization (SWA) #: 1 to WA #: 8 SWA Amount: \$227,058.56

Revised WA Amount: \$1,471,653.11

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
Aquatic life relo services, wetland boundary survey services, And additional HDR project management services	\$1,471,653.11
Total Commitment Amount <i>(Including all additional pages.)</i>	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: HDR Engineering, Inc. Address: 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 VID Number: 14706805687 PH: 713-622-9264 & FAX: Email: David.Weston@hdrinc.com	Name: <u> David C. Weston </u> <i>(Please Print)</i> Title: <u> Gulf Coast Area Manager </u> Signature Date
DBE/HUB Sub Provider: Subprovider Name: Melden & Hunt, Inc. VID Number: 17417379595 Address: 227 FM-3167, Rio Grande City, TX 78582 PH: 956-381-0981 Email: Robert@meldenandhunt.com	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ Signature Date

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-27

RESOLUTION 2023-27 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING FOR THE NEXT PHASE OF TSI COORDINATION AND IMPLEMENTATION

THIS RESOLUTION is adopted this 27th day of June 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to work authorization number 4 to \$85,846.48 with HDR Engineering, Inc.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of \$289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-27 approving of Work Authorization Number 9 to the Professional Service Agreement with HDR Engineering in the amount of 1,427,870.83 for the next phase of TSI coordination and implementation for the 365 Tollway.

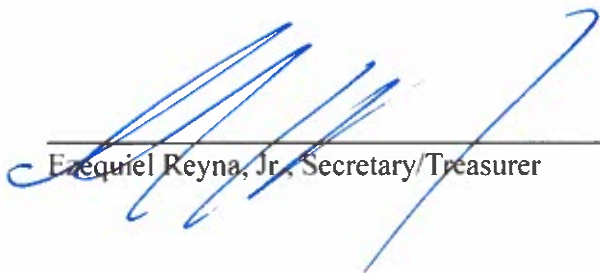
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves of Work Authorization Number 9 to the Professional Service Agreement with HDR Engineering in the amount of 1,427,870.83 for the next phase of TSI Coordination and implementation, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 9 to the Professional Services Agreement with HDR.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th day of June 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 9
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D
WORK AUTHORIZATION NUMBER 9

ATTACHMENT D-1

**WORK AUTHORIZATION NUMBER 9
AGREEMENT FOR ENGINEERING SERVICES**

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering (the GEC).

PART I. The Engineer will perform engineering design services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$1,427,870.83 and the method of payment is Specified Rate Basis as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on January 31, 2026, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for General Engineering Consulting Services.

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

THE AUTHORITY

(Signature)
David C. Weston

(Printed Name)
Gulf Coast Area Engineer

(Title)

(Date)

(Signature)
Pilar Rodriguez

(Printed Name)
Executive Director

(Title)

(Date)

LIST OF EXHIBITS

- | | |
|-------------|--|
| Exhibit A | Services to be provided by the Authority |
| Exhibit B | Services to be provided by the Engineer |
| Exhibit C | Work Schedule |
| Exhibit D | Fee Schedule/Budget |
| Exhibit H-2 | Subprovider Monitoring System Commitment Agreement |

ATTACHMENT D-2

**WORK AUTHORIZATION NUMBER 9
AGREEMENT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering (the GEC).

PART IV. This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto and terminate on January 31, 2026. All other terms and conditions not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)
David C. Weston

(Printed Name)
Gulf Coast Area Manager

(Title)

(Date)

(Signature)
Pilar Rodriguez

(Printed Name)
Executive Director

(Title)

(Date)

B.1 Project Deliverables

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER

1. GENERAL:

The purpose of this work authorization is for the GEC to assist the Hidalgo County Regional Mobility Authority (HCRMA) (“Authority”) with the implementation of a tolling system for the 365 Toll Project. HDR will:

- Be the Project Manager on behalf of HCRMA to deliver the 365 Toll TSI Project for the purpose of toll collection on the 365 Roadway.
- Oversee the TSI selected for the project who is responsible for delivery of final design, lane equipment, systems, and integration to the back-office to deliver the HCRMA 365 Toll Project requirements specified in the Contract Documents.
- Oversee the TSI’s final testing and commissioning of the lanes and the reconciliation of lane transactions with the back-office systems.
- Confirm that all deliverables from the TSI meet the requirements of the Contract Documents and final design.
- Support coordination of the TSI and 365 civil contractor.
- Continue to provide oversight for a period of three (3) months after Go-Live to assist HCRMA in verifying that the system continues to meet the Service Level Agreement goals, the system is performing appropriately, the integration with the back-office is working properly, and that all final documentation is submitted and approved.
- ~~GEC will develop and administer a strategic communications plan to support Authority’s goal of expanding awareness of the 365 Toll Project. This will be accomplished by working with the Authority in Year One of the contract to develop a Strategic Communications Plan to be implemented, with annual updates, for the duration of the contract. In the final quarter of each contract year, the scope of services for the following year’s campaign will be collaboratively developed between the Authority and GEC. It is the intention that this scope of services be flexible to meet the needs of the Authority as the project evolves throughout the life of the contract.~~

2. PRELIMINARY DESIGN & PROJECT COORDINATION (TASK 1):

HDR will provide overall coordination of all work required for the design, development, testing and final implementation consistent with HDR Agile Design-Build practices. HDR will coordinate with HCRMA, and other necessary agencies and stakeholders, to support them through all phases of the program. This will include CTRMA, International Bridges, and other third parties as needed.

Throughout the project lifecycle, HDR will hold separate meetings with HCRMA, and partner agencies such as needed to discuss TSI performance, schedule, budget, program performance, interface issues, challenges, and solutions.

2.1 Project Coordination:

HDR will facilitate general project coordination, communication, and administrative functions of the project. This will include reviewing invoices from the TSI, and progress updates to the HCRMA and Board as requested.

2.2 Preliminary Design:

HDR will develop a preliminary high-level Concept of Operations (ConOps) for this initiative. This document will outline the preliminary concept design for the project overall, the system functionality and architecture, interface with partners, and other information to provide a foundation for the understanding of the system planned to be delivered by the TSI.

Under this scope, HDR will work with the TSI in using the preliminary ConOps as a tool to advance their final design. This additional preliminary design is intended to support the final design required of the TSI.

HDR will also provide an engineering liaison, attend meetings, and prepare corresponding technical reports design, develop, or review project information as needed.

2.3 Conformed Set of RFP Documents:

HDR will create a conformed set of RFP Documents to include responses to proposer questions during the procurement process, results of negotiations, and any other changes required prior to TSI NTP. This conformed set will provide a comprehensive requirements document to more easily manage the TSI.

2.4 Project Schedule:

HDR will monitor the master project schedule managed by the TSI, which will include the TSI's milestones, strategic communications, site deployment schedule, deliverables, testing, and other activities.

2.5 Action Items:

HDR will maintain a list of action items and support the relevant stakeholders to maintain schedule and project status. HDR will also support the design integrity through workshops and reviewing the design to adherence to goals of the project requirements in the Contract Documents.

2.6 Decision Log:

HDR will maintain a decision log to record key decisions to maintain forward momentum is maintained and protect the integrity of design and development.

2.7 Compliance with Contract Documents:

HDR will consistently and continuously review the TSI's activities including quality control documentation, document control, schedule, invoicing, delivering work products, and other activities to check compliance with the Contract Documents, and hold the TSI accountable for compliance with HCRMA's requests and requirements as the owner.

2.8 Risk Management:

HDR will monitor the TSI's management of risk. To accomplish this, HDR will work with the TSI to identify risks and mitigation plans within the TSI's risk register as required in the Contract Documents. HDR will monitor the risk register to verify that the TSI is following through or if new risks and mitigation should be added.

3. OVERSIGHT OF PROJECT DESIGN & DEVELOPMENT (TASK 2):

Following the HDR provided documents, the TSI will advance a Preliminary Design Document (PDD) of the proposed system. The intention of this Task is to have the TSI provide an overview of the understanding of the project objectives and how the proposed system will meet the requirements. The PDD will include the system architecture, system components, integration points, operational processing, business processes, and policies indicating how the solution will meet the requirements and design needs identified in the Requirements Traceability Matrix (RTM).

Following this Preliminary Design, the Final System Design Document (SDD) will describe design approach, proposed system architecture, and design details for each of the system blocks. The TSI design approach needs to be consistent with System Engineering and Software Development processes. The SDD focuses on functions, applications, and design methods for each of the system components.

The TSI will also provide the Test Plans and Test Scripts which will be used to validate that the system is performing as designed. HDR will provide oversight and validation on the completeness and accuracy of these documents.

Scope elements for this phase include:

3.1 Meetings:

HDR will attend and actively participate in TSI coordination meeting. HDR will verify that the TSI is in compliance with meeting requirements including development of agendas and meeting notes for the following:

- Kick-Off Meeting(s)
- Recurring Project Meetings
- Bi-weekly Meetings
- Design Workshops
- Requirements Development Workshops
- Business Rules Workshop(s)
- Reporting Workshop(s)
- Preliminary Design Review Workshops
- Final Design Workshops
- Installation Design Workshops

HDR will review and contribute to meeting minutes/notes and maintain a list of action items.

3.2 Review, Comment, & Accept of Deliverables

HDR will have primary responsibility for reviewing TSI work products for accuracy, completeness, quality, feasibility, and technical appropriateness. HDR will provide comments to the TSI timely and provide HCRMA the opportunity to see HDR comments and perform self-reviews, as desired. In many cases, these deliverables will require more than one review. HCRMA will be the final decision maker in formally accepting major TSI deliverables. In many cases, these deliverables will require more than one review. HDR will recommend to HCRMA the acceptance or rejection of major TSI deliverables. Deliverables in this phase include:

- Meeting agendas and minutes
- Interface Control Documents
- Project Management Plan
- Contractor Project Schedules
- Quality Management Plan
- Final Concept of Operations
- Business Rules
- Requirements Traceability Matrix
- Preliminary Design Document
- Preliminary Design Review
- PDR Response Matrix and Schedule
- Detailed Design Document
- Detailed Design Review Response Matrix and Schedule
- Standard Operating Procedures
 - Trainings
 - System Manuals
- Staff Training Materials
- Master Test Plan
- Test Plans
 - System Integration Test (SIT)
 - Factory Acceptance Test (FAT)
 - System Acceptance Test (SAT)
- Go-Live Plan
- Installation Designs
- Preliminary and Final Websites
- Reports as developed
- Reporting database with a copy of Production database

3.3 Testing:

HDR will perform oversight of all testing (Factory Acceptance Test (FAT), System Integration Test (SIT)& (System Acceptance Test (SAT) performed by the TSI. This includes attending testing sessions where the TSI will demonstrate system functionality in compliance with the design documents. Testing will include field equipment, system software, and back-office system interfaces.

3.4 Development of Program Monitoring Tools:

HDR will develop ~~tools and~~ methodologies to monitor the TSI during Phase 2, Operations and Maintenance. These ~~tools and~~ methodologies be documented in a standard operating procedures document that will allow HDR and HCRMA to more quickly assess the TSI's quality control, Key Performance Indicator (KPI) compliance, and cost for pass through items. ~~The tools may include custom reporting from the TSI's systems, spreadsheet tracking, and checklists. Key performance elements include accuracy, timely transaction processing, and compliance with Standard Operating Procedures (SOP).~~

3.5 Back-Office Integration:

HDR will support and facilitate the coordination between the TSI and back-office provider. This coordination will include the exchange of data, reconciliation processes, reporting, cost monitoring, and the monitoring of the back-office's subcontracts with video toll processing.

4. OVERSIGHT OF OPERATIONS & MAINTENANCE (TASK 3):

In this Phase HDR will provide oversight of the systems, deployed field-equipment, network, communications, and server checkouts to assess the system operates and accuracy. These activities will extend for 3-months after go-live to verify that the system continues to operate smoothly and troubleshoot any new issues. During this time the TSI will also be developing remaining documentation such as as-built plans.

4.1 Meetings:

HDR will monitor the TSIs compliance with meeting requirements including development of agendas and meeting notes for the following:

- Recurring project meetings (as needed)
- Bi-weekly meetings (as needed)
- Project closeout meetings
- Trainings (as needed)

HDR will review and contribute to meeting minutes/notes and maintain a list of action items and a decision matrix.

4.2 In-Field Monitoring:

HDR will provide personnel in the field to observe construction of Toll Gantries. HDR will spot check these activities through site visits.

HDR will also provide technical assistance relative to HCRMA field-device integration, systems engineering, communication, and utility protocol, including system security.

4.3 Quality Control Oversight:

HDR will monitor the operations of the back-office which will include:

- Monitoring the data generated by the system and search for anomalies or errors
- Spot checking Notices of Violations prior to mailing
- Spot checking court evidentiary packages
- Checking standard traffic setups in compliance with HCRMA traffic standards.
- Monitoring reporting provided by TSI as available, and
- Reviewing field reports, equipment certification, and equipment testing documentation.

5. PROJECT MANAGEMENT CLOSEOUT:

HDR's Program team will work closely with the TSI and HCRMA to assist with the project closeout of HDR's scope. The scope of these services include:

5.1 Compiling Final Deliverables:

HDR will be maintaining organized design documents and other deliverables from the TSI throughout the project. HDR will provide these documents with an inventory.

5.2 Providing Tools and Recommendations for Continued System Monitoring:

HDR will provide a report with recommendations for HCRMA's continued monitoring of the system including monthly or weekly toll system reports that should be monitored, recommendations for TSI and key performance indicator monitoring.

5.3 Training on Reporting and System Monitoring:

HDR will provide training on the recommendations discussed above. Note that the TSI is responsible for training HDR and HCRMA on the toll system's reporting and monitoring functions, which will occur separately and prior to Go-Live and is therefore not included in this item.

6. STRATEGIC COMMUNICATIONS PROJECT ADMINISTRATION:

Project Administration deliverables will apply to each year's scope for the life of the contract. Our team will provide status reports along with each monthly invoice so that HCRMA has full transparency into how funds are being applied. This is a standing category that will apply to each year outlined in the Scope of Services.

6.1 Meetings, Facilitation, & Correspondence:

HDR will assign a Strategic Communications Project Manager (PM) to HCRMA as a single point of contact on all communications-related tasks. The PM will be responsible for ensuring that expectations are understood, hosting consistent project team meetings, and facilitating internal staff meetings.

6.2 Deliverables:

- 12 monthly project team invoices with attached activity reports
- Twelve (12) project team meetings, one per month or as needed (virtual)
- Four (4) quarterly internal staff meetings (in-person), including meeting notes delivered within seven (7) days of each meeting.
- Four (4) quarterly updates to the production schedule, based on the current year's priorities and objectives.

~~7. STRATEGIC COMMUNICATION SERVICES (YEAR ONE):~~

~~7.1 Communication Objectives:~~

~~We will meet with the HCRMA team to understand your communications objectives with respect to the project and will interview key staff to better appreciate the pressures and challenges HCRMA faces from a variety of internal perspectives. HDR assumes that HCRMA will make available its communications protocols, brand guidelines, org chart(s), and relevant staff members' time to be interviewed and consulted throughout the process. This step will inform the development of the Strategic Communications Plan.~~

~~Deliverables:~~

- ~~a) Four (4) virtual staff interviews of one hour each~~

~~7.2 Strategic Communications Plan Development and Implementation:~~

~~HDR will produce a comprehensive, written Strategic Communications Plan (Plan) for the 365 Tollway project. The document will identify critical internal and external audiences, key messages, and target outcomes, pairing each set with the right communication tools and tactics for the job. The Plan will include a high-level schedule for the first year's activities and implementation, which the PM will supplement with detailed quarterly production schedules for anticipated deliverables by quarter, noted in the Project Administration deliverables.~~

The Plan, a living document that we will revisit at least quarterly, will guide the way we work with you to deliver our scope of services. Below is a list of capabilities that could be incorporated as part of the final Plan.

7.3 Metrics:

We are committed to building an understanding of the return on investment from every component of your communications strategy. We can collect and monitor website, email, and social media analytics. When front-line staff, elected officials, or community champions distribute communications on your behalf, we can set up short, online surveys to give them an easy way to tell us what worked well and what produced confusion or pushback.

We understand that plans and projects evolve over time, and dedicated reporting backed by sound metrics allows communications campaigns to grow with them.

7.4 Project Information:

We approach high-profile project outreach by establishing you as the most trustworthy source for timely, accurate information about the project. By disseminating the right information to the right people using the right medium at the right time, we can work to build internal understanding and advance public opinion toward consent, project support, and acceptance.

Beyond traditional information sharing, we can help you design and implement structured, productive two-way communication with community members, impacted parties, and key influencers. In the end, projects benefit from decisions that reflect a sincere partnership with the community.

7.5 Customer Communications:

We can work with you to develop and deploy customer communication tools that earn trust and enhance your reputation. We are well-versed in traditional outreach tools like newsletters, bill inserts, and website creation, and we also embrace the “high-tech” and “high-touch” — virtual reality experiences that engage while they educate, and face-to-face interactions carefully designed to collect meaningful, usable input.

As your scope of services recognized, many HCRMA employees are front line ambassadors who carry out the work of customer communications every day. We would also to help you identify areas where public interaction training, standardized messages, informational handouts, and other forms of support could empower your colleagues to represent themselves and HCRMA with confidence and pride.

7.6 Media Relations:

A strong working relationship with the local media can help HCRMA keep the community informed with accurate, balanced information. In our communications strategy, we can identify news outlets and key influencers across the spectrum of social and traditional media to help you build upon your existing relationships and forge new ones where untapped opportunities exist.

We cultivate constructive media relationships by answering inquiries with prompt responses and by providing proactive pitches of obvious interest to our media partners’ viewers and followers.

7.7 Media Training:

While the HCRMA may already have an effective spokesperson, everyone in the organization can help accomplish even more by knowing when to speak to the media and how to deliver consistent messages with comfort and confidence if they do. We can provide flexible levels of media training to your staff based on anticipated levels of media interaction. Trainings for key leaders and identified experts who can go into detail—for example, with techniques for appearing on camera, responding to positive and negative lines of questioning, maintaining focus on desired talking points, and controlling body language. These trainings can include instruction, presentations, on-camera practice, and evaluations. Given the omnipresence of social media news reported at the grassroots level, all HCRMA employees should know their role in the organization's media strategy. This preparation begins with a clear and concise media policy for employees, which we can help you fine-tune or write from scratch.

7.8 Social Media Management:

Today, social media is the number one activity on the internet. This means that people are talking about anything and everything in the public domain. In turn, social media has become a rich source of information for HDR and our clients. We regularly manage multiple social media channels for our clients, using monthly or bimonthly content calendars to plan posts and graphics. This approach complements breaking news and announcements with meaningful, proactive content that tells your story and builds a following over time. The metrics, sentiment analyses, and customizable reports we produce allow us to quickly evaluate what messages are working and what could be improved. We also use social listening to help our clients recognize on-the-ground problems in real time and respond before they have a chance to escalate.

8. YEARS TWO THROUGH FOUR (SCOPE AND DELIVERABLES PER YEAR):

Note: The scope below is a placeholder. In the final quarter of each contract year, the scope for the following year's campaign will be collaboratively developed between HCRMA and HDR.

8.1 Campaign Development and Implementation:

Our team will work with staff to generate the concept, materials, and deployment of an ad/media campaign for each year of the contract to raise awareness about a timely facet of the project among HCRMA's identified target audience(s).

8.2 Creative Development:

HDR's creative practice provides a full range of content development and visual design services. We thrive on identifying creative and purposeful ways to communicate. Whether a situation calls for print material, designed templates, website resources, interactive maps, animated GIFs, videos, photorealistic renderings, and visualizations, augmented and virtual reality, or a custom app, we'll be ready.

Our creative development process is adaptable. We can handle production from start to finish, relying on you only for reviews and approvals, or we can integrate your staff directly into our creative workflow.

Deliverables:

- a) Dependent upon the need for each year, but will include at a minimum a set budget, identification of outreach methods and target audiences, collateral materials developed, and implementation according to a written campaign content delivery schedule for each year.

8.3 Strategic Communications Plan Update:

~~Our team will work with staff to update the Plan on an annual basis, at a minimum.~~

- ~~• Updated plan to reflect HCRMA's static and evolving strategic priorities, goals, and action items to meet established goals. Includes an updated macro level schedule of events for each year in the contract period as well as an updated quarterly production schedule for the upcoming year.~~

SERVICES NOT INCLUDED IN THIS SCOPE

- Substantial re-write of the design documents
- Development of Signed and Sealed Plans
- Any Authority approved substantial design revisions that are required to update the 365 Toll System to an updated technology is outside the limit of this scope.
- Accounting services or legal advice
- Oversight beyond 3 months is not included. It is recommended that HCRMA staff up internally or secure another contract to continue oversight of the TSI

ATTACHMENT E

FEE SCHEDULE

HCRMA 365 Tolling

Fee Proposal - Thru Implementation

Task	Task Description	PIC	S. Saldivar	A. Cadmus	N Virk	U. Saravanan	Alfred Ng.	P. Leghart	Public Involvement Officer	Public Involvement Specialist	Transportation Planner I/II	Sr Urban Planner	Schedulder	Sr. Project Controller	Project Controller	Accounting	TOTAL	Total By Task	HCRMA Counter #1	Difference	Percent Reduction
Task 1.0	Project Coordination	55	225	355	535	205	55						120	40	40	12	1,642	\$369,593.13		\$369,593.13	100%
A	Project Coordination	35	90	110	110	40	15							40	40	12	492				
B	Preliminary Design		75	95	75	105	15										365				
C	Conformed RFP		8	8	20												36				
D	Project Schedule		4	12	60	20							120				216				
E	Action Items		4	40	75												119				
F	Decision Log		4	40	75												119				
G	Compliance with Contract Documents		20	20	90	20	15										165				
H	Risk Management	20	20	30	30	20	10										130				
Task 2	Oversight of Design, Development and Testing	80	394	684	888	564	510										3,120	\$778,054.36		\$778,054.36	100%
A1	Kick-Off Meetings		8	8	8	8	8										40				
A2	Recurring Project Meetings	50	40	50	50	50	20										260				
A3	Bi-weekly Meetings		24	50	50	50	20										194				
A4	Design Workshops		16	50	50	50	40										206				
A5	Requirements Development Workshops		16	50	50	50	40										206				
A6	Business Rules Workshop		20	40	50	50	50										210				
A7	Reporting Workshop		24	40	50	8	20										142				
A8	Preliminary Design workshops		24	40	50	50	40										204				
A9	Final Design Workshops		24	40	50	50	40										204				
A10	Installation Design Workshops		10	30	30	30	30										130				
B	ICDs		8	16	40	24											88				
B	Review, Comment, and Acceptance of Deliverables	20	100	120	100	100	60										500				
C	Factory Acceptance Test		10	20	40	20	20										110				
C	System Integration Test		15	20	40	20	20										115				
C	System Acceptance Test		15	20	60	20	20										135				
D	Development of Monitoring Tools		20	20	100	8	8										156				
E	Back-Office Integration	10	20	70	70	50											320				
Task 3	Oversight of Operations and	60	92	126	110	200	80										668	\$172,350.94		\$172,350.94	100%
A	Meetings	28	40	40	40	40	40										228				
B	In-Field Monitoring	16	12	16		80											124				
C	Quality Control Oversight	16	40	70	70	80	40										316				
Task 4	Project Completion	24	24	76	106	54	40							20	20		364	\$84,889.90		\$84,889.90	100%
A	Compiling Final Deliverables	8	8	30	40	8	8							20	20		142				
B	Tools and Recommendations for Monitoring	8		30	50	30	16										134				
C	Training on Reporting and System Monitoring	8	16	16	16	16	16										88				
Task 5	Strat Comm Project Administration																				#DIV/0!
	Project Administration																				
	Mtgs/Facilitation/Correspondence																				
Task 6	Strat Comm Services																				#DIV/0!
	Communications Inventory																				
	Strategic Communication Plan Development																				
Total Hours		219	735	1,241	1,639	1,023	685						120	60	60	12	5,794	5,794			
Billable Rate		\$ 257.40	\$ 311.14	\$ 311.14	\$ 135.77	\$ 240.42	\$ 325.28	\$ 169.71	\$ 113.14	\$ 114.56	\$ 155.57	\$ 161.23	\$ 212.14	\$ 148.50	\$ 115.69						
TOTAL LABOR PRICE		\$ 56,407.92	\$ 228,687.90	\$ 386,124.74	\$ 222,527.03	\$ 245,949.66	\$ 222,816.80	\$ -	\$ -	\$ -	\$ -	\$ 19,347.60	\$ 12,728.40	\$ 8,910.00	\$ 1,388.28		\$ 1,404,888.33	\$ 1,404,888.33			
		0.070238782	0.235576923	0.39775641	0.525320513	0.327884615	0.219551282						0.038461538	0.019230769	0.019230769	0.003846154	1.857097756				
HDR Expenses			Unit	Amount	Quantity																
Lodging/Hotel - Taxes and Fees			day/person	\$ 30.00	18												\$ 540.00				
Lodging/Hotel (Taxes/fees not included)			day/person	\$ 98.00	18												\$ 1,764.00				
Meals (Excluding alcohol & tips) (Overnight stay required)			Day/person	\$ 59.00	54												\$ 3,186.00				
Mileage			mile	\$ 0.63	360												\$ 225.00				
Rental Car Fuel			gallon	\$ 3.75	18												\$ 67.50				
Rental Car (Includes taxes and fees; not insurance)			day	\$ 75.00	12												\$ 900.00				
Air Travel - In State - Short Notice (Coach)			Rd Trip/person	\$ 580.00	4												\$ 2,320.00				
Air Travel - In State - 2+ Wks Notice (Coach)			Rd Trip/person	\$ 450.00	4												\$ 1,800.00				
Air Travel - Out of State - 2+ Wks Notice (Coach)			Rd Trip/person	\$ 600.00	12												\$ 7,200.00				
Air Travel - Out of State - Short Notice (Coach)			Rd Trip/person	\$ 900.00	4												\$ 3,600.00				
Oversize, special handling or extra baggage airline fees			each	\$ 45.00	4												\$ 180.00				
Taxi/Cab fare			each/person	\$ 30.00	24												\$ 720.00				
Parking			day	\$ 20.00	24												\$ 480.00				
TOTAL EXPENSES																	\$ 22,982.50	\$ 22,982.50			100%
Assumes 6, 2 day trips for 2 people																					
GRAND TOTAL: \$																		1,427,870.83	\$ 1,427,870.83		100%

**ATTACHMENT E-1
Final Cost Proposal Form**

This attachment provides the basis of payment and fee schedule. **The basis of payment for this Work Authorization is indicated by an “X” in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below and should identify maximum amount payable and basis of payment. If more than one basis of payment is used, each one must be supported by a separate FCP. The basis of payment will be determined by Work Authorization and may be by any of the methods listed below.

“X”	Basis	
_____	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and fixed fee. The Engineer shall be paid pro rata based on the percentage of work completed. For payment the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost.
_____	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and fixed fee. The Engineer shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Engineer is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
<u>X</u>	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and fixed fee. The Authority may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
_____	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred</u> to <u>total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Engineer may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <p style="margin-left: 40px;">_A. Actual Cost Plus Fixed Fee - Actual wages are paid (no minimum, no maximum).</p> <p style="margin-left: 40px;">_B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>

A. REFER TO ATTACHMENT E-2 FOR HOURLY SPECIFIED / LUMP SUM RATE SCHEDULE FOR EACH FIRM

ATTACHMENT F
WORK SCHEDULE

Resolution 2023-28

Not Used

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-29

RESOLUTION 2023-29 – APPROVAL OF CONTRACT AMENDMENT NUMBER 9 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR SUPPLEMENTAL NUMBER 1 TO WORK AUTHORIZATION NUMBER 8 AND WORK AUTHORIZATION NUMBER 9

THIS RESOLUTION is adopted this 27th day of June 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to Work Authorization Number 4 to \$85,846.48 with HDR Engineering, Inc.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of \$289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project; and

WHEREAS, on March 28, 2023 the Authority approved Resolution 2023-17 approving of Contract Amendment Number 8 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount for Supplemental Number 3 to Work Authorization number 3 in the amount of \$289,198.08; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-29 approving of Contract Amendment Number 9 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount for Supplemental Number 1 to Work Authorization Number 8 and Work Authorization Number 9 in the aggregate amount of \$1,654,929.39 for a revised contract amount of \$4,890,333.70.

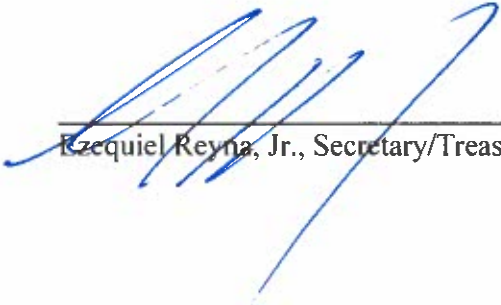
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Resolution 2023-29 – Approval of Contract Amendment Number 9 to the Professional Service Agreement with HDR Engineering to for the 365 Tollway, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 9 for Supplemental Number 1 to Work Authorization Number 8 and Work Authorization Number 9 to the Professional Services Agreement with HDR.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 27th day of June 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NUMBER 9
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

**CONTRACT AMENDMENT NUMBER 9
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS CONTRACT AMENDMENT NUMBER 9 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering. (the GEC).

Article II Agreement Period

This revised Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business December 31, 2027.

Article III Compensation

Article III Compensation shall be amended to increase the amount payable under this contract from \$3,235,404.31 to \$4,890,333.70 for a total increase of \$1,654,929.39 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization Number 8 and Work Authorization Number 9.

This Contract Amendment Number 9 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Contract Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)
David C. Weston

(Signature)
Pilar Rodriguez, P.E.

Vice President
(Title)

Executive Director
(Title)

(Date)

(Date)

HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY BOARD
RESOLUTION No. 2023-30

**CONSIDERATION AND APPROVAL OF CHANGE ORDER NO 5 TO THAT
CERTAIN CONSTRUCTION CONTRACT WITH PULICE CONSTRUCTION INC
FOR THE 365 TOLLWAY**

THIS RESOLUTION is adopted this 25th day of July, 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the "Commission") created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the "County"); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the "State"), local governments, and the traveling public and would improve the State's transportation system; and

WHEREAS, the Act allows the Authority to construct transportation projects within the County, including the 365 Tollway Project (the "Project"); and

WHEREAS, the Texas Department of Transportation approved the Project's final design, contract letting and award procedures, and form of construction contract, including a post-award value engineering change proposal process; and

WHEREAS, on August 8, 2021, August 11, 2021, August 15, 2021, August 18, 2021, August 22, 2021, and August 25, 2021 the Authority published a solicitation for Bid #2021-001 for the 365 Tollway Project (Segments 1 and 2), Contract No. 0921-02-368 for the Project; and

WHEREAS, bids for the Project were submitted electronically via Civcast Bid System; the first bid was received at 2:27 p.m. on October 13, 2021, and the last bid was received at 2:51 pm on October 13, 2021; and

WHEREAS, at 3:05 p.m. on October 13, 2021, the Authority opened and read into the record three (3) formal sealed, electronic bids for the Project from: (i) Pulice Construction, Inc., (ii) Webber, LLC., and Anderson Columbia Co., Inc., in amounts ranging from \$295,932,420.25 to \$340,409,415.64 for construction of the Project; and

WHEREAS, Pulice Construction, Inc. provided the lowest Project bid in the amount of \$295,932,420.25; and

WHEREAS, on October 19, 2021 the Board approved Resolution 2021-46 conditionally awarding the construction contract of the 365 Toll Project to the lowest, responsive, and responsible bidder Pulice Construction, Inc. in the amount of \$295,932,420.25; and

WHEREAS, on November 10, 2021 the Board approved Resolution 2021-54, approving Change Order No. 1 to the construction contract with Pulice Construction Inc.; provided, there was no issuance of an NTP to Pulice Construction Inc. until a Value Engineering Proposal (“VECP”) was approved by the Board of Directors and TxDOT to establish the financeability of the Project. If, after the VECP process, the Project scope was not deemed feasible and additional revenue was not available to fully fund the Project, no NTP would be issued and the Authority would have terminated the contract without incurring any additional costs other than those approved under Change Order No. 1. The VECP is structured to identify concepts and function oriented techniques to improve the value of the Project, or any component thereof, including improvements to schedule, operating costs, constructability, and risk mitigation; without altering scope or environmental justices; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-78, authorizing the VECP proposals outlined in Exhibit A to Change Order No. 2 and the revising the contract amount to \$281,723,797.95; and, the Authority also authorized a contingency fund for the Project in the amount of \$5,000,000, and established a total overall Project cost of \$286,723,797.95;

WHEREAS, the Authority and the Board amended the Contract through Amendment No. 1 to capture the risk allocations and make other Contract clarifications in support of VECP; and

WHEREAS on April 19, 2022 the Authority approved Resolution 2022-36, consideration and approval of Change Order No 3 to that certain construction contract with Pulice Construction Inc. for the 365 Tollway Project, in order to further establish the VECP concepts and supporting details as provided in Exhibit A hereto;

WHEREAS on November 4, 2021 Pulice Construction Inc, expressed concern on Engineer of Record’s scour reports and calculated foundation loads. Upon discussions, data collection and research, November 16, 2022, the HCRMA requested HDR[GEC] provide investigative recommendation.

WHEREAS on December 7, 2022 HDR provided review and supporting documentation in upsizing particular bent foundations at PCI proposal and costs;

WHEREAS, on January 24, 2023 the Authority approved Resolution 2023-05, Change Order No 4 to the construction contract with Pulice Construction Inc. for the net cost increase of \$171,516.59, by removal of 1,524LF of Drill Shaft (42”) and introducing 48” drill shafts to incorporate detailed, finalized quantities and unit costs; and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract; and,

THEREFORE, for Board’s consideration and approval is Resolution 2023-30, Change Order No 5 to that certain construction contract with Pulice Construction Inc. for the 365 Tollway Project, Change Order No. 5 proves a net cost increase of \$4,325,130.78 to be fully paid by HCRMA [Owner]. Establishing a new revised contract price of \$286,220,445.32 with no additional time; and, incorporates detailed, finalized quantities and unit costs; and establishes State/Federal participation on modified unit costs, assuring compliance with the standard specifications included within the contract. Attached exhibits provide current assessment and breakdown.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Change Order No. 5 (including Exhibits thereto) to the construction contract with Pulice Construction Inc. for the net cost increase of \$4,325,130.78.

Section 3. Construction of the 365 Toll Project in substantially final form as hereto detailed, establishing a unit bid construction amount of \$265,099,152.13, and an overall contract amount of \$286,220,445.32.

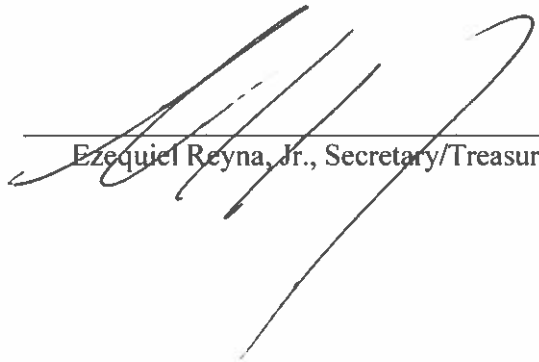
Section 4. The contract price and savings established by the VECP process, as previously established, only applies Federal participation for items which were negotiated in accordance with Item 4 of the Standard Specification; and, TxDOT will only provide oversight for payment administered in accordance with Item 9 of the contract, otherwise costs shall be beared by HCRMA [owner].

Section 5. Upon final acceptance from FHWA/TxDOT and HCRMA Legal’s review of final form; The Board hereby authorizes the Executive Director to execute the Change Order No. 5.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 25th day of July 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A
CHANGE ORDER NUMBER 5
BETWEEN
PULICE CONSTRUCTION, INC.
AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FOR
CONSTRUCTION
OF
365 TOLLWAY PROJECT

365 TOLLWAY, SEGMENTS 1 AND 2 (365 TOLL PROJECT)

CHANGE ORDER NO. 5

Project Information	ISSUANCE DATE: April 26, 2022
Project	365 Toll Project
CSJ	0921-02-368
Owner	Hidalgo County Regional Mobility Authority (HCRMA)
Description and Reason for the Change Order	

This change order is the result of the contract award for the Project, including the Value Engineering Change Proposal, and further requires:

- (i) TxDOT concurrence on this Change Order No. 5, as required in the Project Development Agreement.

The changes incorporated in this Change Order No. 5 accomplish the following:

- (i) Recognize an adjustment in the VECP Net Savings amount due to unrealized savings;
- (ii) Decrease the Contractor's Progress Payments to reflect the decrease in Net Savings; and
- (iii) Recognize Additional Costs to the Contract as identified by the Contractor and recommended by the General Engineering Consultant.

Full detail on these recommended changes is included in Exhibit A.

- 1. **Background.** The Owner and the Contractor have entered into four previous change orders.

Change Order	Purpose	Financial Impact
CO1	Enter into VECP Process	0
CO2	VECP – Contract Price Reduction	(14,208,622.30)
CO3	VECP - Application/Contractor Payments	0
CO4	Drill Shafts – Additional Cost	+171,516.59

The result of these change orders is a reduction in the Contract price of \$14,208,622.30 through Value Engineering Change Proposal savings, from \$295,932,420.25 to \$281,723,797.95. Change Order No. 4 provided for an additional cost (unrelated to VECP) of \$171,516.59.

2. **VECP Savings - Adjustment.** The total amount of VECP savings proposed by the Contractor was \$38,010,382 (the “Gross Savings”). Design costs and Owner review expenses are deducted from the Gross Savings, creating a net savings of \$35,521,555.76 (the “Net Savings”). The Net Savings are shared between the Owner (40%) and Contractor (60%).

As provided for in Contract Amendment #1 and Change Order No. 2, the Contractor’s share of the Net Savings includes the “Contractor’s Risk” that the actual costs of implementing the approved VECP concepts in Change Order No. 2, including the total actual quantities for VECP items, may not result in the Net Savings approved by the parties.

To the extent total actual costs paid by Owner to Contractor exceed the total amount approved by Change Order No. 2, all overages due to errors, oversights, omissions, additions, or corrections to final units, final quantities, or final unit prices or costs increases shall be deducted from Contractor’s 60% portion of the Net Savings.

This Change Order No. 5 recognizes that \$2,367,208.20 of the proposed VECP will not be realized. Unrealized savings are deducted from the Contractor’s 60% savings.

		HCRMA Savings	PCI Savings
VECP Gross Savings	38,010,382.63		
Less Design costs	-1,943,648.45		
Less Owner’s Review Expense	-545,178.43		
VECP Net Savings	35,521,555.75	14,208,622.30	21,312,933.45
Less Unrealized Savings			-2,367,208.20
VECP Adjusted Net Savings	33,541,646.92	14,208,622.30	18,945,725.25
Additional non-VECP Design Cost			231,919.49
Total Contractor Payment			19,177,644.74

Note: Owner has incurred additional review cost attributed to the non-VECP design issues.

3. **Contractor VECP Savings Payments – Adjusted.** Contractor’s share of the Net Savings shall be calculated and paid out as progress payments under the terms of the Contract and Change Order No. 3. The parties agree that if the Net Savings are not apparent or justified during a designated progress period, all or part of any such Savings Payment, on the recommendation of the General Engineering Consultant, may be (i) deferred to the next progress period or (ii) reduced to reflect the Contractor’s Risk for unrealized Savings/overages.

Contractor has notified the Owner that \$2,367,208.20 of the proposed Net Savings will not be realized. Contractor has also notified the Owner that \$231,919.49 of additional design cost was required to mitigate engineer-of-record design issues. The amount

\$231,919.49 represents 5% of the additional construction cost for Change Order No. 5 in the amount of \$4,638,389.72. This Change Order No. 5 recognizes these adjustments and revises the Construction Progress Payments as follows:

<u>Construction Progress</u>	<u>Proposed Savings Payment</u>	<u>Adjustment Based on CO5</u>	<u>Adjusted Savings Payment</u>
20% Completion	\$4,262,586.69	Paid 12/22/22	\$4,262,586.69
40% Completion	\$4,262,586.69	\$(533,822.18)	\$3,728,764.51
60% Completion	\$4,262,586.69	\$(533,822.18)	\$3,728,764.51
80% Completion	\$4,262,586.69	\$(533,822.18)	\$3,728,764.51
Final Acceptance	<u>\$4,262,586.69</u>	<u>\$(533,822.17)</u>	<u>\$3,728,764.52</u>
	\$21,312,933.45	\$ (2,135,288.71)	\$19,177,644.74

4. **Additional Costs.** Change Order No. 4 added an additional cost for drill shafts of \$171,516.59. This Change Order No. 5 includes new categories for additional costs raised by the Contractor for items outside of the VECP concepts.

CO5	Missing Quantities	\$385,073.68
CO5	Design Issues	\$4,057,869.79
CO5	Irrigation Changes + RFI 84	\$195,446.25
CO5	Design Cost	\$231,919.49
CO5	TOTAL CO5 Additional Costs	\$4,870,309.21
CO4	Drill Shafts	171,516.59
	ADDITIONAL COSTS TOTAL	\$5,041,825.80

Future costs as a result of errors or omissions from Contractor's design changes captured by the design issues addressed by Contractor in this Change Order No. 5 will be deducted from their portion of the VECP Net Savings.

5. **Allocation of Project Cost.** This Change Order No. 5 corrects a mathematical error in calculating the Contract Price. The Contract Price to date has included the Owner's Review Expense as an eligible payment to the Contractor. The amount of \$545,178.43 will be removed as part of this Change Order from the Contract Price as shown below.

CO5	Total CO5 Additional Costs	\$4,870,309.21
CO5	Less Owner's Review Expense	\$(545,178.43)
CO5	TOTAL CO5 Contract Price Increase	\$4,325,130.78

Price and Budget

The Contract Price established by the VECP process is a not-to-exceed Contract amount, except as expressly provided for under the terms of the Contract and approved Change Orders. The VECP Net Savings shall be shared between Contractor and Owner as described above.

Change Order No. 5 establishes a Contract Price of \$286,220,445.32, an increase of \$4,325,130.78.

Previously Established Contract Price	281,723,797.95
Plus CO4 Additional Costs	171,516.59
Plus CO5 Additional Costs	4,325,130.78
REVISED CONTRACT PRICE	\$286,220,445.32

Construction of the 365 Toll Project in substantially final form as hereto detailed, establishing a unit bid construction amount of \$265,099,152.13, and an overall contract amount of \$286,220,445.32. Deducting the Change Order No. 5 amount of \$4,325,130.78 from the previously approved Change Order No. 4 \$4,828,483.41 contingency leaves a remaining contingency of \$503,352.63 and maintains the total project cost at \$286,723,797.95.

365 TOLL PROJECT, SEGMENTS 1 AND 2

CHANGE ORDER NO. 5

For TxDOT/HCRMA/FHWA use only:	
Days FHWA Non-Participating Co Portion FHWA Non-Participating	N/A \$0.00
Project Schedule	
Substantial Completion Date: Final Acceptance Date:	TBD TBD
Signatures	
ACCEPTED: Pulice	Signature: _____ Date: _____
ACCEPTED: HCRMA	Signature: _____ Pilar Rodriguez, Executive Director Date: _____

EXHIBIT A

HCRMA 365 Toll

Summary of VECP Items

(\$31,004,784.38)

Bid	Initial VECP Change Order	Projected	Revised VECP Change Order	Revised
\$295,932,420.25	-\$38,010,382.30	\$257,922,037.95	\$7,005,597.92	\$264,927,635.87

Item	Description	Feature of Work	Unit	Unit Price	Bid Quantity	Bid Amount	Initial VECP CO Quantity	Initial VECP CO Amount	Projected VECP Quantity	Projected VECP Amount	Revised VECP CO Quantity	Revised VECP CO Amount	Revised Projected Qty	Revised Projected Amount
0100-6002	PREPARING ROW REVISED	PREP ROW / REMOVALS	STA	\$ 21,936.15		\$ -	887.35	\$ 19,465,042.70	887.35	\$ 19,465,042.70	-	\$ -	887.35	\$ 19,465,042.70
0100-6002	PREPARING ROW	PREP ROW / REMOVALS	STA	\$ 24,000.00	887.35	\$ 21,296,400.00	(887.35)	\$ (21,296,400.00)	-	\$ -	-	\$ -	0.00	\$ -
0103-6001	DISPOSAL OF WATER WELLS	PREP ROW / REMOVALS	EA	\$ 3,228.72	2.00	\$ 6,457.44	-	\$ -	2.00	\$ 6,457.44	-	\$ -	2.00	\$ 6,457.44
0104-6001	REMOVING CONC (PAV)	PREP ROW / REMOVALS	SY	\$ 6.32	518.00	\$ 3,273.76	-	\$ -	518.00	\$ 3,273.76	-	\$ -	518.00	\$ 3,273.76
0104-6003	REMOVING CONC (FLOORS)	PREP ROW / REMOVALS	SY	\$ 10.00	485.00	\$ 4,850.00	-	\$ -	485.00	\$ 4,850.00	-	\$ -	485.00	\$ 4,850.00
0104-6009	REMOVING CONC (RIPRAP)	PREP ROW / REMOVALS	SY	\$ 5.91	2,262.00	\$ 13,368.42	-	\$ -	2,262.00	\$ 13,368.42	-	\$ -	2,262.00	\$ 13,368.42
0104-6011	REMOVING CONC (MEDIANS)	PREP ROW / REMOVALS	SY	\$ 4.46	11.00	\$ 49.06	-	\$ -	11.00	\$ 49.06	-	\$ -	11.00	\$ 49.06
0104-6013	REMOVING CONC (FOUNDATIONS)	PREP ROW / REMOVALS	SY	\$ 8.08	3,284.00	\$ 26,534.72	-	\$ -	3,284.00	\$ 26,534.72	-	\$ -	3,284.00	\$ 26,534.72
0104-6015	REMOVING CONC (SIDEWALKS)	PREP ROW / REMOVALS	SY	\$ 5.11	131.00	\$ 669.41	-	\$ -	131.00	\$ 669.41	50.10	\$ 256.01	181.10	\$ 925.42
0104-6017	REMOVING CONC (DRIVEWAYS)	PREP ROW / REMOVALS	SY	\$ 9.06	99.00	\$ 896.94	-	\$ -	99.00	\$ 896.94	-	\$ -	99.00	\$ 896.94
0104-6021	REMOVING CONC (CURB)	PREP ROW / REMOVALS	LF	\$ 3.61	2,125.00	\$ 7,671.25	-	\$ -	2,125.00	\$ 7,671.25	-	\$ -	2,125.00	\$ 7,671.25
0104-6022	REMOVING CONC (CURB AND GUTTER)	PREP ROW / REMOVALS	LF	\$ 4.88	1,828.00	\$ 8,920.64	-	\$ -	1,828.00	\$ 8,920.64	98.00	\$ 478.24	1,926.00	\$ 9,398.88
0104-6026	REMOVE CONC (GUTTER)	PREP ROW / REMOVALS	LF	\$ 7.00	174.00	\$ 1,218.00	-	\$ -	174.00	\$ 1,218.00	-	\$ -	174.00	\$ 1,218.00
0106-6002	OBLITERATING ABANDONED ROAD	PREP ROW / REMOVALS	SY	\$ 1.25	75,668.00	\$ 94,585.00	2,190.00	\$ 2,737.50	77,858.00	\$ 97,322.50	435.00	\$ 543.75	78,293.00	\$ 97,866.25
0110-6001	EXCAVATION (ROADWAY)	EARTHWORK	CY	\$ 2.50	294,036.00	\$ 735,090.00	274.00	\$ 685.00	294,310.00	\$ 735,775.00	30,617.96	\$ 76,544.90	324,927.96	\$ 812,319.90
0110-6002	EXCAVATION (CHANNEL)	EARTHWORK	CY	\$ 3.50	68,704.00	\$ 240,464.00	-	\$ -	68,704.00	\$ 240,464.00	-	\$ -	68,704.00	\$ 240,464.00
0132-6005	EMBANKMENT (FINAL)(ORD COMP)(TY C)	EARTHWORK	CY	\$ 4.00	11,286.00	\$ 45,144.00	-	\$ -	11,286.00	\$ 45,144.00	-	\$ -	11,286.00	\$ 45,144.00
0132-6006	EMBANKMENT (FINAL)(DENS CONT)(TY C)	EARTHWORK	CY	\$ 5.00	3,952,855.00	\$ 19,764,275.00	(698,366.78)	\$ (3,491,833.90)	3,254,488.22	\$ 16,272,441.10	241,508.59	\$ 1,207,542.94	3,495,996.81	\$ 17,479,984.04
0164-6036	DRILL SEEDING (PERM) (RURAL) (CLAY)	LANDSCAPE	AC	\$ 2,150.00	336.46	\$ 723,389.00	-	\$ -	336.46	\$ 723,389.00	-	\$ -	336.46	\$ 723,389.00
0164-6042	DRILL SEEDING (TEMP) (WARM)	EROSION CONTROL	AC	\$ 725.00	325.75	\$ 236,168.75	-	\$ -	325.75	\$ 236,168.75	-	\$ -	325.75	\$ 236,168.75
0168-6001	VEGETATIVE WATERING	LANDSCAPE	MGAL	\$ 38.75	49,761.00	\$ 1,928,238.75	-	\$ -	49,761.00	\$ 1,928,238.75	-	\$ -	49,761.00	\$ 1,928,238.75
0169-6004	SOIL RETENTION BLANKETS (CL 1) (TY D)	EROSION CONTROL	SY	\$ 1.35	383,206.00	\$ 517,328.10	-	\$ -	383,206.00	\$ 517,328.10	-	\$ -	383,206.00	\$ 517,328.10
0204-6003	SPRINKLING (DUST CONTROL)	EARTHWORK	MGAL	\$ 15.00	15,123.00	\$ 226,845.00	-	\$ -	15,123.00	\$ 226,845.00	-	\$ -	15,123.00	\$ 226,845.00
0247-6225	FL BS (RDWY DEL)(TY E GR 4)(FNAL POS)	LIME / BASE	CY	\$ 40.91	16,380.00	\$ 670,105.80	144,494.00	\$ 5,911,249.54	160,874.00	\$ 6,581,355.34	(3,674.89)	\$ (150,339.75)	157,199.11	\$ 6,431,015.59
0251-6122	REWORK BS MTL (TY C)(9.5")(DENSCONT)	LIME / BASE	SY	\$ 3.14	620.00	\$ 1,946.80	-	\$ -	620.00	\$ 1,946.80	-	\$ -	620.00	\$ 1,946.80
0260-6006	LIME TRT (EXST MATL) (6")	LIME / BASE	SY	\$ 1.25	167,789.00	\$ 209,736.25	-	\$ -	167,789.00	\$ 209,736.25	-	\$ -	167,789.00	\$ 209,736.25
0260-6011	LIME TRT (EXST MATL) (12")	LIME / BASE	SY	\$ 2.25	942,799.00	\$ 2,121,297.75	(24,810.00)	\$ (55,822.50)	917,989.00	\$ 2,065,475.25	5,943.10	\$ 13,371.97	923,932.10	\$ 2,078,847.23
0260-6043	LIME (HYD, COM OR QK)(SLURRY)	LIME / BASE	TON	\$ 165.00	27,938.40	\$ 4,609,836.00	(674.34)	\$ (111,266.10)	27,264.06	\$ 4,498,569.90	666.62	\$ 109,992.30	27,930.68	\$ 4,608,562.20
0260-6054	LIME TRT (NEW BASE)(10")	LIME / BASE	SY	\$ 3.00	39,964.00	\$ 119,892.00	-	\$ -	39,964.00	\$ 119,892.00	2,714.00	\$ 8,142.00	42,678.00	\$ 128,034.00
0275-6001	CEMENT	LIME / BASE	TON	\$ 135.00	-	\$ -	7,283.60	\$ 983,286.00	7,283.60	\$ 983,286.00	-	\$ -	7,283.60	\$ 983,286.00
0275-6003	CEMENT TREAT (NEW BASE) (6")	LIME / BASE	SY	\$ 5.11	-	\$ -	858,762.00	\$ 4,388,273.82	858,762.00	\$ 4,388,273.82	6,443.15	\$ 32,924.49	865,205.15	\$ 4,421,198.31
0276-6057	CM TRT(PM MX)(CL L)(TYA)(GR1-2)(FN POS)	LIME / BASE	CY	\$ 95.00	147,936.00	\$ 14,053,920.00	(147,936.00)	\$ (14,053,920.00)	-	\$ -	-	\$ -	0.00	\$ -
0305-6016	SALV, HAUL & STKPL RCL APH PV (3")	PREP ROW / REMOVALS	SY	\$ 0.68	24,588.00	\$ 16,719.84	-	\$ -	24,588.00	\$ 16,719.84	-	\$ -	24,588.00	\$ 16,719.84
0310-6009	PRIME COAT (MC-30)	ASPHALT	GAL	\$ 3.93	220,296.00	\$ 865,763.28	(4,982.00)	\$ (19,579.26)	215,314.00	\$ 846,184.02	1,539.00	\$ 6,048.27	216,853.00	\$ 852,232.29
0316-6004	ASPH (TIER I)	ASPHALT	GAL	\$ 3.93	17,050.00	\$ 67,006.50	-	\$ -	17,050.00	\$ 67,006.50	821.00	\$ 3,226.53	17,871.00	\$ 70,233.03
0316-6126	AGGR(TY-PB GR-4 SAC-A)	ASPHALT	CY	\$ 113.50	368.00	\$ 41,768.00	-	\$ -	368.00	\$ 41,768.00	10.00	\$ 1,135.00	378.00	\$ 42,903.00
0341-6039	D-GR HMA TY-D SAC-B PG64-22	ASPHALT	TON	\$ 116.50	53,222.00	\$ 6,200,363.00	(1,663.00)	\$ (193,739.50)	51,559.00	\$ 6,006,623.50	726.00	\$ 84,579.00	52,285.00	\$ 6,091,202.50
0341-6047	D-GR HMA TY-D SAC-A PG76-22	ASPHALT	TON	\$ 127.50	9,028.00	\$ 1,151,070.00	876.00	\$ 111,690.00	9,904.00	\$ 1,262,760.00	140.84	\$ 17,957.10	10,044.84	\$ 1,280,717.10
0354-6051	PLANE ASPH CONC PAV (0" TO 1 1/2")	ASPHALT	SY	\$ 0.75	7,693.00	\$ 5,769.75	-	\$ -	7,693.00	\$ 5,769.75	398.00	\$ 298.50	8,091.00	\$ 6,068.25
0360-9001	CONC PVMT (CONT REINF - CRCP) (7.5")	PAVEMENT	SY	\$ 50.00	-	\$ -	-	\$ -	-	\$ -	92,175.94	\$ 4,608,797.00	92,175.94	\$ 4,608,797.00
0360-6002	CONC PVMT (CONT REINF - CRCP) (8")	PAVEMENT	SY	\$ 50.52	-	\$ -	91,398.00	\$ 4,617,426.96	91,398.00	\$ 4,617,426.96	12,919.29	\$ 652,682.53	104,317.29	\$ 5,270,109.49
0360-9002	CONC PVMT (CONT REINF - CRCP) (8.5")	PAVEMENT	SY	\$ 52.21	-	\$ -	-	\$ -	-	\$ -	132,164.64	\$ 6,900,315.85	132,164.64	\$ 6,900,315.85
0360-6003	CONC PVMT (CONT REINF - CRCP) (9")	PAVEMENT	SY	\$ 53.90	-	\$ -	156,536.73	\$ 8,437,329.75	156,536.73	\$ 8,437,329.75	220,569.21	\$ 11,888,680.42	377,105.94	\$ 20,326,010.17
0360-9003	CONC PVMT (CONT REINF - CRCP) (9.5")	PAVEMENT	SY	\$ 54.10	-	\$ -	-	\$ -	-	\$ -	91,804.60	\$ 4,966,628.86	91,804.60	\$ 4,966,628.86
0360-6004	CONC PVMT (CONT REINF - CRCP)(10")SPL	PAVEMENT	SY	\$ 85.28	-	\$ -	3,890.00	\$ 331,739.20	3,890.00	\$ 331,739.20	-	\$ -	3,890.00	\$ 331,739.20
0360-6004	CONC PVMT (CONT REINF - CRCP) (10") REVISED	PAVEMENT	SY	\$ 54.28	-	\$ -	555,125.00	\$ 30,132,185.00	555,125.00	\$ 30,132,185.00	(555,125.00)	\$ (30,132,185.00)	0.00	\$ -
0360-6004	CONC PVMT (CONT REINF - CRCP) (10")	PAVEMENT	SY	\$ 57.00	91,398.00	\$ 5,209,686.00	(91,398.00)	\$ (5,209,686.00)	-	\$ -	-	\$ -	0.00	\$ -
0360-6007	CONC PVMT (CONT REINF - CRCP) (13")	PAVEMENT	SY	\$ 64.00	551,331.00	\$ 35,285,184.00	(551,331.00)	\$ (35,285,184.00)	-	\$ -	-	\$ -	0.00	\$ -

0360-6014	CONC PVMT (CONT REINF - CRCP) (11.5")	PAVEMENT	SY	\$	62.00	168,057.00	\$	10,419,534.00	(168,057.00)	\$	(10,419,534.00)	-	\$	-	-	\$	-	0.00	\$	-
0360-9001	CONC PVMT (CONT REINF - CRCP)(13")SPL	PAVEMENT	SY	\$	95.00	3,890.00	\$	369,550.00	(3,890.00)	\$	(369,550.00)	-	\$	-	-	\$	-	0.00	\$	-
0400-6005	CEM STABIL BKFL	DRAINAGE	CY	\$	50.00	4,694.30	\$	234,715.00	-	\$	-	4,694.30	\$	234,715.00	682.70	\$	34,135.00	5,377.00	\$	268,850.00
0400-6006	CUT & RESTORING PAV	DRAINAGE	SY	\$	40.00	929.00	\$	37,160.00	-	\$	-	929.00	\$	37,160.00	-	\$	-	929.00	\$	37,160.00
0400-6010	STRUCT EXCAV (SPECIAL)	DRAINAGE	CY	\$	42.00	7,682.00	\$	322,644.00	-	\$	-	7,682.00	\$	322,644.00	2,699.00	\$	113,358.00	10,381.00	\$	436,002.00
0400-6011	SAND BACKFILL	DRAINAGE	CY	\$	23.00	16,350.00	\$	376,050.00	-	\$	-	16,350.00	\$	376,050.00	-	\$	-	16,350.00	\$	376,050.00
0402-6001	TRENCH EXCAVATION PROTECTION	DRAINAGE	LF	\$	1.70	35,396.00	\$	60,173.20	-	\$	-	35,396.00	\$	60,173.20	1,548.00	\$	2,631.60	36,944.00	\$	62,804.80
0409-6003	PRESTR CONC PIL (20 IN SQ)	DRILL SHAFT / PILES	LF	\$	119.63	6,992.00	\$	836,452.96	(6,992.00)	\$	(836,452.96)	-	\$	-	4,112.00	\$	491,918.56	4,112.00	\$	491,918.56
0409-6004	PRESTR CONC PIL (24 IN SQ)	DRILL SHAFT / PILES	LF	\$	172.79	924.00	\$	159,657.96	-	\$	-	924.00	\$	159,657.96	(924.00)	\$	(159,657.96)	0.00	\$	-
0416-6001	DRILL SHAFT (18 IN)	DRILL SHAFT / PILES	LF	\$	155.41	1,424.00	\$	221,303.84	-	\$	-	1,424.00	\$	221,303.84	734.00	\$	114,070.94	2,158.00	\$	335,374.78
0416-6003	DRILL SHAFT (30 IN)	ITS SYSTEM	LF	\$	252.78	160.00	\$	40,444.80	-	\$	-	160.00	\$	40,444.80	60.00	\$	15,166.80	220.00	\$	55,611.60
0416-6004	DRILL SHAFT (36 IN)	DRILL SHAFT / PILES	LF	\$	170.65	16,997.00	\$	2,900,538.05	700.00	\$	119,455.00	17,697.00	\$	3,019,993.05	(3,317.00)	\$	(566,046.05)	14,380.00	\$	2,453,947.00
0416-6005	DRILL SHAFT (42 IN)	DRILL SHAFT / PILES	LF	\$	208.19	9,092.00	\$	1,892,863.48	-	\$	-	9,092.00	\$	1,892,863.48	1,371.00	\$	285,428.49	10,463.00	\$	2,178,291.97
0416-6006	DRILL SHAFT (48 IN)	DRILL SHAFT / PILES	LF	\$	308.39	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.00	\$	-
0416-6008	DRILL SHAFT (60 IN)	DRILL SHAFT / PILES	LF	\$	415.08	3,148.00	\$	1,306,671.84	(672.00)	\$	(278,933.76)	2,476.00	\$	1,027,738.08	1,331.00	\$	552,471.48	3,807.00	\$	1,580,209.56
0416-6010	DRILL SHAFT (72 IN)	DRILL SHAFT / PILES	LF	\$	579.98	1,882.00	\$	1,091,522.36	-	\$	-	1,882.00	\$	1,091,522.36	(142.00)	\$	(82,357.16)	1,740.00	\$	1,009,165.20
0416-6012	DRILL SHAFT (84 IN)	DRILL SHAFT / PILES	LF	\$	665.00	708.00	\$	470,820.00	-	\$	-	708.00	\$	470,820.00	(100.00)	\$	(66,500.00)	608.00	\$	404,320.00
0416-6016	DRILL SHAFT (SIGN MTS) (12 IN)	SIGNS	LF	\$	79.97	28.00	\$	2,239.16	-	\$	-	28.00	\$	2,239.16	(20.00)	\$	(1,599.40)	8.00	\$	639.76
0416-6018	DRILL SHAFT (SIGN MTS) (24 IN)	SIGNS	LF	\$	143.94	755.00	\$	108,674.70	-	\$	-	755.00	\$	108,674.70	-	\$	-	755.00	\$	108,674.70
0416-6020	DRILL SHAFT (SIGN MTS) (36 IN)	SIGNS	LF	\$	496.34	76.00	\$	37,721.84	-	\$	-	76.00	\$	37,721.84	-	\$	-	76.00	\$	37,721.84
0416-6021	DRILL SHAFT (SIGN MTS) (42 IN)	SIGNS	LF	\$	653.22	698.00	\$	455,947.56	-	\$	-	698.00	\$	455,947.56	-	\$	-	698.00	\$	455,947.56
0416-6022	DRILL SHAFT (SIGN MTS) (48 IN)	SIGNS	LF	\$	726.21	827.00	\$	600,575.67	-	\$	-	827.00	\$	600,575.67	(30.00)	\$	(21,786.30)	797.00	\$	578,789.37
0416-6023	DRILL SHAFT (SIGN MTS) (54 IN)	SIGNS	LF	\$	815.25	190.00	\$	154,897.50	-	\$	-	190.00	\$	154,897.50	17.00	\$	13,859.25	207.00	\$	168,756.75
0416-6026	DRILL SHAFT (HIGH MAST POLE) (60 IN)	ILLUMINATION	LF	\$	820.45	495.00	\$	406,122.75	-	\$	-	495.00	\$	406,122.75	-	\$	-	495.00	\$	406,122.75
0416-6029	DRILL SHAFT (RDWY ILL POLE) (30 IN)	ILLUMINATION	LF	\$	233.35	1,320.00	\$	308,022.00	-	\$	-	1,320.00	\$	308,022.00	(46.00)	\$	(10,734.10)	1,274.00	\$	297,287.90
0416-6030	DRILL SHAFT (TRF SIG POLE) (24 IN)	TRAFFIC SIGNAL	LF	\$	208.37	34.20	\$	7,126.25	-	\$	-	34.20	\$	7,126.25	-	\$	-	34.20	\$	7,126.25
0416-6032	DRILL SHAFT (TRF SIG POLE) (36 IN)	TRAFFIC SIGNAL	LF	\$	538.05	522.20	\$	280,969.71	-	\$	-	522.20	\$	280,969.71	-	\$	-	522.20	\$	280,969.71
0416-6034	DRILL SHAFT (TRF SIG POLE) (48 IN)	TRAFFIC SIGNAL	LF	\$	784.61	154.00	\$	120,829.94	-	\$	-	154.00	\$	120,829.94	-	\$	-	154.00	\$	120,829.94
0420-6013	CL C CONC (ABUT)	BRIDGE	CY	\$	658.00	1,602.40	\$	1,054,379.20	(100.10)	\$	(65,865.80)	1,502.30	\$	988,513.40	(95.80)	\$	(63,036.40)	1,406.50	\$	925,477.00
0420-6025	CL C CONC (BENT)	BRIDGE	CY	\$	833.10	36.40	\$	30,324.84	-	\$	-	36.40	\$	30,324.84	(36.40)	\$	(30,324.84)	0.00	\$	-
0420-6029	CL C CONC (CAP)	BRIDGE	CY	\$	699.31	2,736.20	\$	1,913,452.02	(356.20)	\$	(249,094.22)	2,380.00	\$	1,664,357.80	23.80	\$	16,643.58	2,403.80	\$	1,681,001.38
0420-6037	CL C CONC (COLUMN)	BRIDGE	CY	\$	765.75	1,687.80	\$	1,292,432.85	-	\$	-	1,687.80	\$	1,292,432.85	140.50	\$	107,587.88	1,828.30	\$	1,400,020.73
0420-6043	CL C CONC (FOOTING)	BRIDGE	CY	\$	545.45	330.30	\$	180,162.14	(239.60)	\$	(130,689.82)	90.70	\$	49,472.32	252.10	\$	137,507.95	342.80	\$	186,980.26
0420-6066	CL C CONC (RAIL FOUNDATION)	FLATWORK	CY	\$	847.83	28.00	\$	23,739.24	-	\$	-	28.00	\$	23,739.24	(14.00)	\$	(11,869.62)	14.00	\$	11,869.62
0420-9001	CLASS CLASS "D" CONC (MISC)	FLATWORK	CY	\$	1,208.21	25.90	\$	31,292.64	(3.20)	\$	(3,866.27)	22.70	\$	27,426.37	-	\$	-	22.70	\$	27,426.37
0420-9010	CL C CONC (RAIL FOUNDATION)SPL	FLATWORK	CY	\$	870.48	119.00	\$	103,587.12	-	\$	-	119.00	\$	103,587.12	(40.00)	\$	(34,819.20)	79.00	\$	68,767.92
0422-6001	REINF CONC SLAB	BRIDGE	SF	\$	15.20	451,242.00	\$	6,858,878.40	(42,783.00)	\$	(650,301.60)	408,459.00	\$	6,208,576.80	93,002.00	\$	1,413,630.40	501,461.00	\$	7,622,207.20
0422-6015	APPROACH SLAB	BRIDGE	CY	\$	443.47	2,102.43	\$	932,364.63	(86.70)	\$	(38,448.85)	2,015.73	\$	893,915.78	743.97	\$	329,928.38	2,759.70	\$	1,223,844.16
0423-6001	RETAINING WALL (MSE)	MSE WALLS	SF	\$	68.66	470,320.00	\$	32,292,171.20	(143,348.00)	\$	(9,842,273.68)	326,972.00	\$	22,449,897.52	36,068.00	\$	2,476,428.88	363,040.00	\$	24,926,326.40
	RETAINING WALL (MSE) - FOUNDATION IMPROVEMENT (23rd and SH336)	MSE WALLS	CY	\$	35.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.00	\$	-
0425-6037	PRESTR CONC GIRDER (TX40)	BRIDGE	LF	\$	174.72	4,871.72	\$	851,186.92	(4,871.72)	\$	(851,186.92)	-	\$	-	812.04	\$	141,879.63	812.04	\$	141,879.63
	PRESTR CONC GIRDER (TX40) MOD	BRIDGE	LF	\$	215.00	-	\$	-	-	\$	-	-	\$	-	270.68	\$	58,196.20	270.68	\$	58,196.20
0425-6038	PRESTR CONC GIRDER (TX46)	BRIDGE	LF	\$	161.17	-	\$	-	3,642.00	\$	586,981.14	3,642.00	\$	586,981.14	(2,673.48)	\$	(430,884.77)	968.52	\$	156,096.37
	PRESTR CONC GIRDER (TX46)(MOD)	BRIDGE	LF	\$	215.00	-	\$	-	-	\$	-	-	\$	-	590.76	\$	127,013.40	590.76	\$	127,013.40
0425-6039	PRESTR CONC GIRDER (TX54)	BRIDGE	LF	\$	169.05	48,168.24	\$	8,142,840.97	(42,440.00)	\$	(7,174,482.00)	5,728.24	\$	968,358.97	2,716.75	\$	459,266.59	8,444.99	\$	1,427,625.56
	PRESTR CONC GIRDER (TX54) MOD	BRIDGE	LF	\$	215.00	-	\$	-	-	\$	-	-	\$	-	2,814.99	\$	605,222.85	2,814.99	\$	605,222.85
0425-6040	PRESTR CONC GIRDER (TX62)	BRIDGE	LF	\$	177.50	-	\$	-	32,871.00	\$	5,834,602.50	32,871.00	\$	5,834,602.50	(8,822.98)	\$	(1,566,078.95)	24,048.02	\$	4,268,523.55
	PRESTR CONC GIRDER (TX62) MOD	BRIDGE	LF	\$	215.00	-	\$	-	-	\$	-	-	\$	-	7,643.00	\$	1,643,245.00	7,643.00	\$	1,643,245.00
	PRESTR CONC GIRDER (TX70)	BRIDGE	LF	\$	245.00	-	\$	-	-	\$	-	-	\$	-	5,732.53	\$	1,404,469.85	5,732.53	\$	1,404,469.85
0432-6001	RIPRAP (CONC)(4 IN)	FLATWORK	CY	\$	360.00	10,828.30	\$	3,898,188.00	-	\$	-	10,828.30	\$	3,898,188.00	(2,530.73)	\$	(911,062.80)	8,297.57	\$	2,987,125.20
0432-6002	RIPRAP (CONC)(5 IN)	FLATWORK	CY	\$	360.00	477.00	\$	171,720.00	-	\$	-	477.00	\$	171,720.00	(112.80)	\$	(40,608.00)	364.20	\$	131,112.00
0432-6003	RIPRAP (CONC)(6 IN)	FLATWORK	CY	\$	360.00	481.00	\$	173,160.00	-	\$	-	481.00	\$	173,160.00	-	\$	-	481.00	\$	173,160.00
0432-6006	RIPRAP (CONC)(CL B)	FLATWORK	CY	\$	360.00	100.00	\$	36,000.00	-	\$	-	100.00	\$	36,000.00	-	\$	-	100.00	\$	36,000.00
0432-6009	RIPRAP (CONC) (CL B) (4")	FLATWORK	CY	\$	360.00	42.51	\$	15,303.60	-	\$	-	42.51	\$	15,303.60	-	\$	-	42.51	\$	15,303.60
0432-6024	RIPRAP (STONE COMMON)(DRY)(12 IN)	FLATWORK	CY	\$	113.48	110.00	\$	12,482.80	-	\$	-	110.00	\$	12,482.80	-	\$	-	110.00	\$	12,482.80

0432-6044	RIPRAP (CONC)(FLUME)	FLATWORK	CY	\$	360.00	719.00	\$	258,840.00	135.50	\$	48,780.00	854.50	\$	307,620.00	(780.50)	\$	(280,980.00)	74.00	\$	26,640.00
0432-6045	RIPRAP (MOW STRIP)(4 IN)	FLATWORK	CY	\$	360.00	3,280.44	\$	1,180,958.40	(1,828.00)	\$	(658,080.00)	1,452.44	\$	522,878.40	1,655.14	\$	595,850.40	3,107.58	\$	1,118,728.80
0434-6007	ELASTOMERIC BEARING (E5)	BRIDGE	EA	\$	2,004.95	10.00	\$	20,049.50	(10.00)	\$	(20,049.50)	-	\$	-	-	\$	-	0.00	\$	-
0434-6026	ELASTOMERIC BEARING (E7)	BRIDGE	EA	\$	3,418.95	10.00	\$	34,189.50	(10.00)	\$	(34,189.50)	-	\$	-	-	\$	-	0.00	\$	-
0434-6035	ELASTOMERIC BEARING (F7)	BRIDGE	EA	\$	3,360.95	10.00	\$	33,609.50	(10.00)	\$	(33,609.50)	-	\$	-	-	\$	-	0.00	\$	-
0434-6042	SLIDING ELASTOMERIC BEARING (ES 5)	BRIDGE	EA	\$	2,916.95	10.00	\$	29,169.50	(10.00)	\$	(29,169.50)	-	\$	-	-	\$	-	0.00	\$	-
0442-6001	STR STEEL (PLATE GIRDER)	BRIDGE	LB	\$	2.33	2,931,330.00	\$	6,829,998.90	(2,931,330.00)	\$	(6,829,998.90)	-	\$	-	-	\$	-	0.00	\$	-
0442-6007	STR STEEL (MISC NON - BRIDGE)	SIGNS	LB	\$	5.66	2,573.00	\$	14,563.18	-	\$	-	2,573.00	\$	14,563.18	-	\$	-	2,573.00	\$	14,563.18
0450-6006	RAIL (TY T223)	FLATWORK	LF	\$	136.47	90.00	\$	12,282.30	-	\$	-	90.00	\$	12,282.30	-	\$	-	90.00	\$	12,282.30
0450-6023	RAIL (TY SSTR)	FLATWORK	LF	\$	56.92	44,647.70	\$	2,541,347.08	(13,679.30)	\$	(778,625.76)	30,968.40	\$	1,762,721.33	(7,833.80)	\$	(445,899.90)	23,134.60	\$	1,316,821.43
0450-6054	RAIL (TY SSTR) (W/DRAIN SLOTS)	FLATWORK	LF	\$	66.03	100.00	\$	6,603.00	-	\$	-	100.00	\$	6,603.00	227.00	\$	14,988.81	327.00	\$	21,591.81
0450-9001	RAIL (TY SSTR) (W/DRAIN SLOTS)SPL	FLATWORK	LF	\$	67.63	848.00	\$	57,350.24	-	\$	-	848.00	\$	57,350.24	(280.00)	\$	(18,936.40)	568.00	\$	38,413.84
0450-9002	RAIL (TY SSTR) SPL	FLATWORK	LF	\$	67.59	240.00	\$	16,221.60	-	\$	-	240.00	\$	16,221.60	-	\$	-	240.00	\$	16,221.60
0454-6001	SEALED EXPANSION JOINT (4 IN) (SEJ - A)	BRIDGE	LF	\$	117.68	2,633.10	\$	309,863.21	120.00	\$	14,121.60	2,753.10	\$	323,984.81	289.70	\$	34,091.90	3,042.80	\$	358,076.70
0454-6002	SEALED EXPANSION JOINT (5 IN) (SEJ - A)	BRIDGE	LF	\$	168.62	169.00	\$	28,496.78	(169.00)	\$	(28,496.78)	-	\$	-	-	\$	-	0.00	\$	-
0462-6007	CONC BOX CULV (5 FT X 3 FT)	DRAINAGE	LF	\$	201.79	313.00	\$	63,160.27	-	\$	-	313.00	\$	63,160.27	-	\$	-	313.00	\$	63,160.27
0462-6008	CONC BOX CULV (5 FT X 4 FT)	DRAINAGE	LF	\$	220.69	812.00	\$	179,200.28	-	\$	-	812.00	\$	179,200.28	-	\$	-	812.00	\$	179,200.28
0462-6009	CONC BOX CULV (5 FT X 5 FT)	DRAINAGE	LF	\$	237.70	373.00	\$	88,662.10	-	\$	-	373.00	\$	88,662.10	-	\$	-	373.00	\$	88,662.10
0462-6013	CONC BOX CULV (6 FT X 6 FT)	DRAINAGE	LF	\$	337.35	620.00	\$	209,157.00	-	\$	-	620.00	\$	209,157.00	-	\$	-	620.00	\$	209,157.00
0462-6017	CONC BOX CULV (7 FT X 6 FT)	DRAINAGE	LF	\$	417.53	172.00	\$	71,815.16	-	\$	-	172.00	\$	71,815.16	-	\$	-	172.00	\$	71,815.16
0462-6028	CONC BOX CULV (9 FT X 9 FT)	DRAINAGE	LF	\$	682.82	1,316.00	\$	898,591.12	-	\$	-	1,316.00	\$	898,591.12	-	\$	-	1,316.00	\$	898,591.12
0462-6032	CONC BOX CULV (10 FT X 8 FT)	DRAINAGE	LF	\$	695.29	654.00	\$	454,719.66	-	\$	-	654.00	\$	454,719.66	-	\$	-	654.00	\$	454,719.66
0462-6044	CONC BOX CULV (12 FT X 12 FT)	DRAINAGE	LF	\$	1,141.35	438.00	\$	499,911.30	-	\$	-	438.00	\$	499,911.30	-	\$	-	438.00	\$	499,911.30
	RC PIPE (CL III)(12 IN)	DRAINAGE	LF	\$	50.00	-	\$	-	-	\$	-	-	\$	-	251.00	\$	12,550.00	251.00	\$	12,550.00
0464-6003	RC PIPE (CL III)(18 IN)	DRAINAGE	LF	\$	53.15	1,671.00	\$	88,813.65	-	\$	-	1,671.00	\$	88,813.65	27.00	\$	1,435.05	1,698.00	\$	90,248.70
0464-6005	RC PIPE (CL III)(24 IN)	DRAINAGE	LF	\$	53.32	5,160.00	\$	275,131.20	-	\$	-	5,160.00	\$	275,131.20	12.00	\$	639.84	5,172.00	\$	275,771.04
0464-6007	RC PIPE (CL III)(30 IN)	DRAINAGE	LF	\$	77.20	1,545.00	\$	119,274.00	-	\$	-	1,545.00	\$	119,274.00	41.00	\$	3,165.20	1,586.00	\$	122,439.20
0464-6008	RC PIPE (CL III)(36 IN)	DRAINAGE	LF	\$	97.90	1,557.00	\$	152,430.30	-	\$	-	1,557.00	\$	152,430.30	-	\$	-	1,557.00	\$	152,430.30
0464-6009	RC PIPE (CL III)(42 IN)	DRAINAGE	LF	\$	119.04	958.00	\$	114,040.32	-	\$	-	958.00	\$	114,040.32	-	\$	-	958.00	\$	114,040.32
0464-6010	RC PIPE (CL III)(48 IN)	DRAINAGE	LF	\$	152.65	600.00	\$	91,590.00	-	\$	-	600.00	\$	91,590.00	-	\$	-	600.00	\$	91,590.00
0464-6026	RC PIPE (CL V)(24 IN)	DRAINAGE	LF	\$	65.99	4,512.00	\$	297,746.88	-	\$	-	4,512.00	\$	297,746.88	463.00	\$	30,553.37	4,975.00	\$	328,300.25
0464-6038	RC PIPE (CL III)(18 IN)(SPL)	DRAINAGE	LF	\$	41.22	11,585.00	\$	477,533.70	-	\$	-	11,585.00	\$	477,533.70	1,536.00	\$	63,313.92	13,121.00	\$	540,847.62
0464-6039	RC PIPE (CL III)(24 IN)(SPL)	DRAINAGE	LF	\$	61.24	4,074.00	\$	249,491.76	-	\$	-	4,074.00	\$	249,491.76	702.00	\$	42,990.48	4,776.00	\$	292,482.24
0464-6040	RC PIPE (CL III)(30 IN)(SPL)	DRAINAGE	LF	\$	77.81	1,360.00	\$	105,821.60	-	\$	-	1,360.00	\$	105,821.60	506.00	\$	39,371.86	1,866.00	\$	145,193.46
0464-6041	RC PIPE (CL III)(36 IN)(SPL)	DRAINAGE	LF	\$	101.02	3,103.00	\$	313,465.06	-	\$	-	3,103.00	\$	313,465.06	817.00	\$	82,533.34	3,920.00	\$	395,998.40
0464-6042	RC PIPE (CL III)(42 IN)(SPL)	DRAINAGE	LF	\$	122.16	2,013.00	\$	245,908.08	-	\$	-	2,013.00	\$	245,908.08	1,212.00	\$	148,057.92	3,225.00	\$	393,966.00
0464-6043	RC PIPE (CL III)(48 IN)(SPL)	DRAINAGE	LF	\$	142.34	1,888.00	\$	268,737.92	-	\$	-	1,888.00	\$	268,737.92	6.00	\$	854.04	1,894.00	\$	269,591.96
0464-6044	RC PIPE (CL III)(54 IN)(SPL)	DRAINAGE	LF	\$	219.49	20.00	\$	4,389.80	-	\$	-	20.00	\$	4,389.80	-	\$	-	20.00	\$	4,389.80
0464-6045	RC PIPE (CL III)(60 IN)(SPL)	DRAINAGE	LF	\$	199.27	2,042.00	\$	406,909.34	-	\$	-	2,042.00	\$	406,909.34	(1.00)	\$	(199.27)	2,041.00	\$	406,710.07
0464-6049	RC PIPE (CL IV)(21 IN)	DRAINAGE	LF	\$	66.74	425.00	\$	28,364.50	-	\$	-	425.00	\$	28,364.50	279.00	\$	18,620.46	704.00	\$	46,984.96
	RC PIPE (CL IV)(24 IN)	DRAINAGE	LF	\$	66.74	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.00	\$	-
0464-6059	RC PIPE (CL V)(30 IN)	DRAINAGE	LF	\$	100.90	1,622.00	\$	163,659.80	-	\$	-	1,622.00	\$	163,659.80	-	\$	-	1,622.00	\$	163,659.80
0464-6060	RC PIPE (CL IV) (24 IN) (SPL)	DRAINAGE	LF	\$	59.04	394.00	\$	23,261.76	-	\$	-	394.00	\$	23,261.76	(274.00)	\$	(16,176.96)	120.00	\$	7,084.80
0464-6061	RC PIPE (CL IV) (30") (SPL)	DRAINAGE	LF	\$	88.64	249.00	\$	22,071.36	-	\$	-	249.00	\$	22,071.36	-	\$	-	249.00	\$	22,071.36
0464-6065	RC PIPE (CL IV) (72 IN) (SPL)	DRAINAGE	LF	\$	309.84	318.00	\$	98,529.12	-	\$	-	318.00	\$	98,529.12	-	\$	-	318.00	\$	98,529.12
0465-6002	MANH (COMPL)(PRM)(48IN)	DRAINAGE	EA	\$	5,314.33	5.00	\$	26,571.65	-	\$	-	5.00	\$	26,571.65	1.00	\$	5,314.33	6.00	\$	31,885.98
0465-6004	MANH (COMPL)(PRM)(72IN)	DRAINAGE	EA	\$	15,000.00	-	\$	-	-	\$	-	-	\$	-	1.00	\$	15,000.00	1.00	\$	15,000.00
0465-6005	JCTBOX(COMPL)(PJB)(3FTX3FT)	DRAINAGE	EA	\$	2,652.04	50.00	\$	132,602.00	-	\$	-	50.00	\$	132,602.00	(24.00)	\$	(63,648.96)	26.00	\$	68,953.04
0465-6011	JCTBOX(COMPL)(PJB)(6FTX6FT)	DRAINAGE	EA	\$	10,118.07	2.00	\$	20,236.14	-	\$	-	2.00	\$	20,236.14	-	\$	-	2.00	\$	20,236.14
0465-6012	JCTBOX(COMPL)(PJB)(8FTX8FT)	DRAINAGE	EA	\$	19,000.00	5.00	\$	95,000.00	-	\$	-	5.00	\$	95,000.00	-	\$	-	5.00	\$	95,000.00
0465-6025	INLET (COMPL)(PCO)(6FT)(NONE)	DRAINAGE	EA	\$	6,435.74	4.00	\$	25,742.96	-	\$	-	4.00	\$	25,742.96	-	\$	-	4.00	\$	25,742.96
0465-6051	INLET (COMPL)(POD)(SFG)(3FTX3FT)	DRAINAGE	EA	\$	4,874.09	2.00	\$	9,748.18	-	\$	-	2.00	\$	9,748.18	-	\$	-	2.00	\$	9,748.18
0465-6053	INLET (COMPL)(POD)(SFG)(3FTX5FT)	DRAINAGE	EA	\$	5,500.00	-	\$	-	-	\$	-	-	\$	-	-	\$	-	0.00	\$	-
0465-6058	INLET (COMPL)(PSL)(SL)(5FTX5FT)	DRAINAGE	EA	\$	5,196.93	10.00	\$	51,969.30	-	\$	-	10.00	\$	51,969.30	1.00	\$	5,196.93	11.00	\$	57,166.23
0465-6060	INLET (COMPL)(PSL)(SL)(6FTX6FT)	DRAINAGE	EA	\$	6,865.22	1.00	\$	6,865.22	-	\$	-	1.00	\$	6,865.22	-	\$	-	1.00	\$	6,865.22

0465-6074	INLET (COMPL)(PSL)(RC)(SFTX5FT)	DRAINAGE	EA	\$	5,837.41	9.00	\$	52,536.69	-	\$	-	9.00	\$	52,536.69	(8.00)	\$	(46,699.28)	1.00	\$	5,837.41
0465-6076	INLET (COMPL)(PSL)(RC)(6FTX6FT)	DRAINAGE	EA	\$	9,769.62	2.00	\$	19,539.24	-	\$	-	2.00	\$	19,539.24	-	\$	-	2.00	\$	19,539.24
0465-6126	INLET (COMPL)(PSL)(FG)(3FTX3FT-3FTX3FT)	DRAINAGE	EA	\$	3,501.76	67.00	\$	234,617.92	(49.00)	\$	(171,586.24)	18.00	\$	63,031.68	(8.00)	\$	(28,014.08)	10.00	\$	35,017.60
0465-6130	INLET (COMPL)(PSL)(FG)(3FTX5FT-3FTX5FT)	DRAINAGE	EA	\$	4,094.42	12.00	\$	49,133.04	-	\$	-	12.00	\$	49,133.04	(4.00)	\$	(16,377.68)	8.00	\$	32,755.36
0465-6139	INLET (COMPL)(PSL)(FG)(5FTX6FT-3FTX5FT)	DRAINAGE	EA	\$	6,853.95	57.00	\$	390,675.15	(6.00)	\$	(41,123.70)	51.00	\$	349,551.45	8.00	\$	54,831.60	59.00	\$	404,383.05
0465-6142	INLET (COMPL)(PSL)(FG)(6FTX6FT-3FTX5FT)	DRAINAGE	EA	\$	7,033.94	82.00	\$	576,783.08	-	\$	-	82.00	\$	576,783.08	2.00	\$	14,067.88	84.00	\$	590,850.96
0465-6145	INLET (COMPL)(PSL)(FG)(8FTX8FT-3FTX5FT)	DRAINAGE	EA	\$	15,813.78	4.00	\$	63,255.12	-	\$	-	4.00	\$	63,255.12	3.00	\$	47,441.34	7.00	\$	110,696.46
0465-9002	INLET (COMPL) (TY L1)	DRAINAGE	EA	\$	3,447.04	15.00	\$	51,705.60	(4.00)	\$	(13,788.16)	11.00	\$	37,917.44	-	\$	-	11.00	\$	37,917.44
0466-6002	HEADWALL (CH - FW - 0) (DIA= 15 IN)	DRAINAGE	EA	\$	4,429.59	7.00	\$	31,007.13	-	\$	-	7.00	\$	31,007.13	-	\$	-	7.00	\$	31,007.13
0466-6003	HEADWALL (CH - FW - 0) (DIA= 18 IN)	DRAINAGE	EA	\$	6,509.04	1.00	\$	6,509.04	-	\$	-	1.00	\$	6,509.04	-	\$	-	1.00	\$	6,509.04
0466-6007	HEADWALL (CH - FW - 0) (DIA= 30 IN)	DRAINAGE	EA	\$	4,945.07	1.00	\$	4,945.07	-	\$	-	1.00	\$	4,945.07	-	\$	-	1.00	\$	4,945.07
0466-6015	HEADWALL (CH - FW - 0) (DIA= 72 IN)	DRAINAGE	EA	\$	11,700.92	1.00	\$	11,700.92	-	\$	-	1.00	\$	11,700.92	-	\$	-	1.00	\$	11,700.92
0466-6107	HEADWALL (CH - PW - 0) (DIA= 72 IN)	DRAINAGE	EA	\$	11,519.00	2.00	\$	23,038.00	-	\$	-	2.00	\$	23,038.00	-	\$	-	2.00	\$	23,038.00
0466-6152	WINGWALL (FW - 0) (HW=5 FT)	DRAINAGE	EA	\$	12,000.00	-	\$	-	-	\$	-	-	\$	-	2.00	\$	24,000.00	2.00	\$	24,000.00
0466-6153	WINGWALL (FW - 0) (HW=6 FT)	DRAINAGE	EA	\$	12,284.01	2.00	\$	24,568.02	-	\$	-	2.00	\$	24,568.02	-	\$	-	2.00	\$	24,568.02
0466-6155	WINGWALL (FW - 0) (HW=8 FT)	DRAINAGE	EA	\$	13,751.96	2.00	\$	27,503.92	-	\$	-	2.00	\$	27,503.92	-	\$	-	2.00	\$	27,503.92
0466-6156	WINGWALL (FW - 0) (HW=9 FT)	DRAINAGE	EA	\$	14,977.75	2.00	\$	29,955.50	-	\$	-	2.00	\$	29,955.50	-	\$	-	2.00	\$	29,955.50
0466-6180	WINGWALL (PW - 1) (HW=5 FT)	DRAINAGE	EA	\$	7,320.35	2.00	\$	14,640.70	-	\$	-	2.00	\$	14,640.70	(1.00)	\$	(7,320.35)	1.00	\$	7,320.35
0466-6181	WINGWALL (PW - 1) (HW=6 FT)	DRAINAGE	EA	\$	10,849.00	7.00	\$	75,943.00	-	\$	-	7.00	\$	75,943.00	-	\$	-	7.00	\$	75,943.00
0466-6200	WINGWALL (SW - 0) (HW=12 FT)	DRAINAGE	EA	\$	13,770.39	1.00	\$	13,770.39	-	\$	-	1.00	\$	13,770.39	-	\$	-	1.00	\$	13,770.39
0466-6208	WINGWALL (SW - 0) (HW=5 FT)	DRAINAGE	EA	\$	6,471.45	1.00	\$	6,471.45	-	\$	-	1.00	\$	6,471.45	-	\$	-	1.00	\$	6,471.45
0466-6211	WINGWALL (SW - 0) (HW=8 FT)	DRAINAGE	EA	\$	11,661.05	2.00	\$	23,322.10	-	\$	-	2.00	\$	23,322.10	-	\$	-	2.00	\$	23,322.10
0467-6315	SET (TY II) (12 IN) (RCP) (3: 1) (C)	DRAINAGE	EA	\$	1,000.00	-	\$	-	-	\$	-	-	\$	-	6.00	\$	6,000.00	6.00	\$	6,000.00
0467-6316	SET (TY II) (12 IN) (RCP) (4: 1) (C)	DRAINAGE	EA	\$	1,000.00	-	\$	-	-	\$	-	-	\$	-	2.00	\$	2,000.00	2.00	\$	2,000.00
0467-6356	SET (TY II) (18 IN) (RCP) (3: 1) (C)	DRAINAGE	EA	\$	1,213.53	7.00	\$	8,494.71	-	\$	-	7.00	\$	8,494.71	22.00	\$	26,697.66	29.00	\$	35,192.37
0467-6358	SET (TY II) (18 IN) (RCP) (4: 1) (C)	DRAINAGE	EA	\$	1,213.52	89.00	\$	108,003.28	-	\$	-	89.00	\$	108,003.28	(38.00)	\$	(46,113.76)	51.00	\$	61,889.52
0467-6359	SET (TY II) (18 IN) (RCP) (4: 1) (P)	DRAINAGE	EA	\$	1,213.52	12.00	\$	14,562.24	-	\$	-	12.00	\$	14,562.24	-	\$	-	12.00	\$	14,562.24
0467-6360	SET (TY II) (18 IN) (RCP) (5: 1) (C)	DRAINAGE	EA	\$	1,263.53	3.00	\$	3,790.59	-	\$	-	3.00	\$	3,790.59	3.00	\$	3,790.59	6.00	\$	7,581.18
0467-6362	SET (TY II) (18 IN) (RCP) (6: 1) (C)	DRAINAGE	EA	\$	1,263.52	73.00	\$	92,236.96	-	\$	-	73.00	\$	92,236.96	(26.00)	\$	(32,851.52)	47.00	\$	59,385.44
0467-6363	SET (TY II) (18 IN) (RCP) (6: 1) (P)	DRAINAGE	EA	\$	1,263.52	84.00	\$	106,135.68	-	\$	-	84.00	\$	106,135.68	-	\$	-	84.00	\$	106,135.68
0467-6387	SET (TY II) (24 IN) (RCP) (2: 1) (C)	DRAINAGE	EA	\$	1,473.46	-	\$	-	-	\$	-	-	\$	-	1.00	\$	1,473.46	1.00	\$	1,473.46
0467-6388	SET (TY II) (24 IN) (RCP) (3: 1) (C)	DRAINAGE	EA	\$	1,473.46	16.00	\$	23,575.36	-	\$	-	16.00	\$	23,575.36	(9.00)	\$	(13,261.14)	7.00	\$	10,314.22
0467-6390	SET (TY II) (24 IN) (RCP) (4: 1) (C)	DRAINAGE	EA	\$	1,473.46	4.00	\$	5,893.84	-	\$	-	4.00	\$	5,893.84	1.00	\$	1,473.46	5.00	\$	7,367.30
0467-6392	SET (TY II) (24 IN) (RCP) (5: 1) (C)	DRAINAGE	EA	\$	1,598.46	6.00	\$	9,590.76	-	\$	-	6.00	\$	9,590.76	(3.00)	\$	(4,795.38)	3.00	\$	4,795.38
0467-6394	SET (TY II) (24 IN) (RCP) (6: 1) (C)	DRAINAGE	EA	\$	1,598.46	6.00	\$	9,590.76	-	\$	-	6.00	\$	9,590.76	(4.00)	\$	(6,393.84)	2.00	\$	3,196.92
0467-6417	SET (TY II) (30 IN) (RCP) (3: 1) (C)	DRAINAGE	EA	\$	1,798.46	4.00	\$	7,193.84	-	\$	-	4.00	\$	7,193.84	3.00	\$	5,395.38	7.00	\$	12,589.22
0467-6419	SET (TY II) (30 IN) (RCP) (4: 1) (C)	DRAINAGE	EA	\$	1,800.00	-	\$	-	-	\$	-	-	\$	-	2.00	\$	3,600.00	2.00	\$	3,600.00
0467-6422	SET (TY II) (30 IN) (RCP) (6: 1) (C)	DRAINAGE	EA	\$	2,796.92	1.00	\$	2,796.92	-	\$	-	1.00	\$	2,796.92	6.00	\$	16,781.52	7.00	\$	19,578.44
0467-6439	SET (TY II) (36 IN) (CMP) (3: 1) (C)	DRAINAGE	EA	\$	3,446.91	4.00	\$	13,787.64	-	\$	-	4.00	\$	13,787.64	-	\$	-	4.00	\$	13,787.64
0467-6450	SET (TY II) (36 IN) (RCP) (4: 1) (C)	DRAINAGE	EA	\$	3,746.92	2.00	\$	7,493.84	-	\$	-	2.00	\$	7,493.84	-	\$	-	2.00	\$	7,493.84
0467-6465	SET (TY II) (42 IN) (RCP) (6: 1) (C)	DRAINAGE	EA	\$	5,696.92	1.00	\$	5,696.92	-	\$	-	1.00	\$	5,696.92	1.00	\$	5,696.92	2.00	\$	11,393.84
0472-6015	REMOV & RE - LAY PIPE (60 IN)	DRAINAGE	LF	\$	270.57	33.00	\$	8,928.81	-	\$	-	33.00	\$	8,928.81	-	\$	-	33.00	\$	8,928.81
0476-6015	JACK BOR OR TUN PIPE(24 IN)(RC)(CL V)	DRAINAGE	LF	\$	612.89	237.00	\$	145,254.93	-	\$	-	237.00	\$	145,254.93	-	\$	-	237.00	\$	145,254.93
0476-6017	JACK BOR OR TUN PIPE(24 IN)(STL CASING)	DRAINAGE	LF	\$	1,657.72	100.00	\$	165,772.00	-	\$	-	100.00	\$	165,772.00	-	\$	-	100.00	\$	165,772.00
0476-6021	JACK BOR OR TUN PIPE(30 IN)(RC)(CL V)	DRAINAGE	LF	\$	766.77	533.00	\$	408,688.41	-	\$	-	533.00	\$	408,688.41	-	\$	-	533.00	\$	408,688.41
0476-6054	JACK BOR OR TUN PIPE(72 IN)(RC)(CL IV)	DRAINAGE	LF	\$	1,843.66	100.00	\$	184,366.00	-	\$	-	100.00	\$	184,366.00	-	\$	-	100.00	\$	184,366.00
0479-6001	ADJUSTING MANHOLES	DRAINAGE	EA	\$	850.00	1.00	\$	850.00	-	\$	-	1.00	\$	850.00	-	\$	-	1.00	\$	850.00
0496-6004	REMOV STR (SET)	PREP ROW / REMOVALS	EA	\$	450.00	50.00	\$	22,500.00	-	\$	-	50.00	\$	22,500.00	-	\$	-	50.00	\$	22,500.00
0496-6005	REMOV STR (WINGWALL)	PREP ROW / REMOVALS	EA	\$	2,500.00	1.00	\$	2,500.00	-	\$	-	1.00	\$	2,500.00	-	\$	-	1.00	\$	2,500.00
0496-6006	REMOV STR (HEADWALL)	PREP ROW / REMOVALS	EA	\$	2,800.00	10.00	\$	28,000.00	-	\$	-	10.00	\$	28,000.00	-	\$	-	10.00	\$	28,000.00
0496-6007	REMOV STR (PIPE)	PREP ROW / REMOVALS	LF	\$	10.00	10,244.00	\$	102,440.00	-	\$	-	10,244.00	\$	102,440.00	516.00	\$	5,160.00	10,760.00	\$	107,600.00
0496-6008	REMOV STR (BOX CULVERT)	PREP ROW / REMOVALS	LF	\$	30.00	252.00	\$	7,560.00	-	\$	-	252.00	\$	7,560.00	-	\$	-	252.00	\$	7,560.00
0496-6009	REMOV STR (BRIDGE 0 - 99 FT LENGTH)	PREP ROW / REMOVALS	EA	\$	25,367.23	1.00	\$	25,367.23	-	\$	-	1.00	\$	25,367.23	-	\$	-	1.00	\$	25,367.23
0496-6016	REMOV STR (PIPE) by EA	PREP ROW / REMOVALS	EA	\$	900.00	8.00	\$	7,200.00	-	\$	-	8.00	\$	7,200.00	-	\$	-	8.00	\$	7,200.00
0496-6041	REMOV STR (LARGE)	PREP ROW / REMOVALS	EA	\$	6,500.00	1.00	\$	6,500.00	-	\$	-	1.00	\$	6,500.00	-	\$	-	1.00	\$	6,500.00

0496-6042	REMOV STR (SMALL)	PREP ROW / REMOVALS	EA	\$ 250.00	10.00	\$ 2,500.00	-	\$ -	10.00	\$ 2,500.00	-	\$ -	10.00	\$ 2,500.00
0496-6043	REMOV STR (SMALL FENCE)	PREP ROW / REMOVALS	LF	\$ 3.00	8,271.00	\$ 24,813.00	-	\$ -	8,271.00	\$ 24,813.00	-	\$ -	8,271.00	\$ 24,813.00
0496-6096	REMOV STR (WELL GATE)	PREP ROW / REMOVALS	EA	\$ 2,000.00	9.00	\$ 18,000.00	-	\$ -	9.00	\$ 18,000.00	-	\$ -	9.00	\$ 18,000.00
0496-9001	REMOVE (ROCK RIPRAP)	PREP ROW / REMOVALS	CY	\$ 100.00	30.00	\$ 3,000.00	-	\$ -	30.00	\$ 3,000.00	-	\$ -	30.00	\$ 3,000.00
0500-6001	MOBILIZATION	MOBILIZATION	LS	\$ 29,593,242.02	1.00	\$ 29,593,242.02	-	\$ -	1.00	\$ 29,593,242.02	-	\$ -	1.00	\$ 29,593,242.02
0500-6002	ADDITIONAL DESIGN COSTS	VECP	LS	\$ 1.00		\$ -		\$ -		\$ -		\$ -	0.00	\$ -
0502-6001	BARRICADES, SIGNS AND TRAFFICHANDLING	TCP	MO	\$ 45,000.00	42.00	\$ 1,890,000.00	-	\$ -	42.00	\$ 1,890,000.00	-	\$ -	42.00	\$ 1,890,000.00
0506-6002	ROCK FILTER DAMS (INSTALL) (TY 2)	EROSION CONTROL	LF	\$ 31.75	523.00	\$ 16,605.25	-	\$ -	523.00	\$ 16,605.25	-	\$ -	523.00	\$ 16,605.25
0506-6011	ROCK FILTER DAMS (REMOVE)	EROSION CONTROL	LF	\$ 16.75	523.00	\$ 8,760.25	-	\$ -	523.00	\$ 8,760.25	-	\$ -	523.00	\$ 8,760.25
0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	EROSION CONTROL	SY	\$ 28.25	3,120.00	\$ 88,140.00	-	\$ -	3,120.00	\$ 88,140.00	-	\$ -	3,120.00	\$ 88,140.00
0506-6024	CONSTRUCTION EXITS (REMOVE)	EROSION CONTROL	SY	\$ 14.50	3,120.00	\$ 45,240.00	-	\$ -	3,120.00	\$ 45,240.00	-	\$ -	3,120.00	\$ 45,240.00
0506-6031	FRNT END LOADER WORK (ERSN &SEDM CONT)	EROSION CONTROL	HR	\$ 67.36	61.00	\$ 4,108.96	-	\$ -	61.00	\$ 4,108.96	-	\$ -	61.00	\$ 4,108.96
0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	EROSION CONTROL	LF	\$ 2.95	39,560.00	\$ 116,702.00	-	\$ -	39,560.00	\$ 116,702.00	-	\$ -	39,560.00	\$ 116,702.00
0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	EROSION CONTROL	LF	\$ 1.20	39,560.00	\$ 47,472.00	-	\$ -	39,560.00	\$ 47,472.00	-	\$ -	39,560.00	\$ 47,472.00
0506-6041	BIODEG EROSN CONT LOGS (INSTL)(12")	EROSION CONTROL	LF	\$ 5.55	28,752.00	\$ 159,573.60	-	\$ -	28,752.00	\$ 159,573.60	-	\$ -	28,752.00	\$ 159,573.60
0506-6043	BIODEG EROSN CONT LOGS (REMOVE)	EROSION CONTROL	LF	\$ 1.20	28,752.00	\$ 34,502.40	-	\$ -	28,752.00	\$ 34,502.40	-	\$ -	28,752.00	\$ 34,502.40
0508-6001	CONSTRUCTING DETOURS	ASPHALT	SY	\$ 20.68	4,138.00	\$ 85,573.84	-	\$ -	4,138.00	\$ 85,573.84	-	\$ -	4,138.00	\$ 85,573.84
0512-6001	PORT CTB (FUR & INST)(SGL SLOPE)(TY1)	TCP	LF	\$ 77.37	334.00	\$ 25,841.58	-	\$ -	334.00	\$ 25,841.58	-	\$ -	334.00	\$ 25,841.58
0512-6049	PORT CTB (REMOVE)(SGL SLP)(TY 1)	TCP	LF	\$ 2.58	64.00	\$ 165.12	-	\$ -	64.00	\$ 165.12	-	\$ -	64.00	\$ 165.12
0514-6001	PERM CTB (SGL SLOPE) (TY 1) (42)	FLATWORK	LF	\$ 66.79	3,458.00	\$ 230,959.82	-	\$ -	3,458.00	\$ 230,959.82	57,111.20	\$ 3,814,457.05	60,569.20	\$ 4,045,416.87
0514-6004	PERM CTB (SGL SLOPE) (TY 4) (42)	FLATWORK	LF	\$ 104.88	10.00	\$ 1,048.80	-	\$ -	10.00	\$ 1,048.80	-	\$ -	10.00	\$ 1,048.80
0514-6005	PERM CTB (SGL SLOPE) (TY 1) (48)	FLATWORK	LF	\$ 77.55	10,082.00	\$ 781,859.10	-	\$ -	10,082.00	\$ 781,859.10	(8,827.00)	\$ (684,533.85)	1,255.00	\$ 97,325.25
0514-6038	PERM CTB (SSCB) (TY 1) (MOD)	FLATWORK	LF	\$ 60.57	-	\$ -	53,045.00	\$ 3,212,935.65	53,045.00	\$ 3,212,935.65	(53,045.00)	\$ (3,212,935.65)	0.00	\$ -
0528-6004	LANDSCAPE PAVERS	FLATWORK	SY	\$ 46.80	12,727.00	\$ 595,623.60	-	\$ -	12,727.00	\$ 595,623.60	-	\$ -	12,727.00	\$ 595,623.60
0529-6002	CONC CURB (TY II)	FLATWORK	LF	\$ 12.50	2,084.00	\$ 26,050.00	-	\$ -	2,084.00	\$ 26,050.00	-	\$ -	2,084.00	\$ 26,050.00
0529-6006	CONC CURB (MONO) (TY II A)	FLATWORK	LF	\$ 14.75	613.00	\$ 9,041.75	-	\$ -	613.00	\$ 9,041.75	-	\$ -	613.00	\$ 9,041.75
0529-6024	CONC CURB (MOUNTABLE)	FLATWORK	LF	\$ 13.00	5,026.00	\$ 65,338.00	-	\$ -	5,026.00	\$ 65,338.00	-	\$ -	5,026.00	\$ 65,338.00
0529-6028	CONC CURB & GUTTER (TY B)(MOUNTABLE)	FLATWORK	LF	\$ 13.75	8,121.00	\$ 111,663.75	-	\$ -	8,121.00	\$ 111,663.75	1,200.00	\$ 16,500.00	9,321.00	\$ 128,163.75
0529-6030	CONC CURB & GUTTER (VALLEYGUTTER)	FLATWORK	LF	\$ 28.00	640.00	\$ 17,920.00	-	\$ -	640.00	\$ 17,920.00	-	\$ -	640.00	\$ 17,920.00
0529-6031	CONC CURB & GUTTER(VALLEYGUTTER)(48")	FLATWORK	LF	\$ 45.00	19,219.00	\$ 864,855.00	-	\$ -	19,219.00	\$ 864,855.00	(18,957.00)	\$ (853,065.00)	262.00	\$ 11,790.00
0530-6002	INTERSECTIONS (ACP)	ASPHALT	SY	\$ 25.48	372.00	\$ 9,478.56	-	\$ -	372.00	\$ 9,478.56	-	\$ -	372.00	\$ 9,478.56
0530-6005	DRIVEWAYS (ACP)	ASPHALT	SY	\$ 50.00	7,236.00	\$ 361,800.00	-	\$ -	7,236.00	\$ 361,800.00	-	\$ -	7,236.00	\$ 361,800.00
0531-6001	CONC SIDEWALKS (4")	FLATWORK	SY	\$ 38.25	341.00	\$ 13,043.25	-	\$ -	341.00	\$ 13,043.25	-	\$ -	341.00	\$ 13,043.25
0531-6004	CURB RAMPS (TY 1)	FLATWORK	EA	\$ 1,100.00	8.00	\$ 8,800.00	-	\$ -	8.00	\$ 8,800.00	-	\$ -	8.00	\$ 8,800.00
0531-6008	CURB RAMPS (TY 5)	FLATWORK	EA	\$ 1,100.00	1.00	\$ 1,100.00	-	\$ -	1.00	\$ 1,100.00	-	\$ -	1.00	\$ 1,100.00
0531-6010	CURB RAMPS (TY 7)	FLATWORK	EA	\$ 1,100.00	3.00	\$ 3,300.00	-	\$ -	3.00	\$ 3,300.00	-	\$ -	3.00	\$ 3,300.00
0531-6015	CURB RAMPS (TY 20)	FLATWORK	EA	\$ 1,100.00	26.00	\$ 28,600.00	-	\$ -	26.00	\$ 28,600.00	-	\$ -	26.00	\$ 28,600.00
0538-6001	RIGHT OF WAY MARKERS	ROADWAY SAFETY	EA	\$ 458.49	2.00	\$ 916.98	-	\$ -	2.00	\$ 916.98	-	\$ -	2.00	\$ 916.98
0540-6001	MTL W-BEAM GD FEN (TIM POST)	ROADWAY SAFETY	LF	\$ 30.44	45,614.00	\$ 1,388,490.16	(29,153.00)	\$ (887,417.32)	16,461.00	\$ 501,072.84	31,560.00	\$ 960,686.40	48,021.00	\$ 1,461,759.24
0540-6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	ROADWAY SAFETY	EA	\$ 1,958.82	96.00	\$ 188,046.72	-	\$ -	96.00	\$ 188,046.72	(23.00)	\$ (45,052.86)	73.00	\$ 142,993.86
0540-6014	SHORT RADIUS	ROADWAY SAFETY	LF	\$ 34.94	1,295.00	\$ 45,247.30	-	\$ -	1,295.00	\$ 45,247.30	-	\$ -	1,295.00	\$ 45,247.30
0540-6016	DOWNSTREAM ANCHOR TERMINALSECTION	ROADWAY SAFETY	EA	\$ 1,334.12	91.00	\$ 121,404.92	(41.00)	\$ (54,698.92)	50.00	\$ 66,706.00	17.00	\$ 22,680.04	67.00	\$ 89,386.04
0542-6001	REMOVE METAL BEAM GUARD FENCE	ROADWAY SAFETY	LF	\$ 0.95	2,988.00	\$ 2,838.60	-	\$ -	2,988.00	\$ 2,838.60	-	\$ -	2,988.00	\$ 2,838.60
0543-6006	CABLE BARRIER SYSTEM (TL-4) (10'-0")	ROADWAY SAFETY	LF	\$ 17.47	46,203.00	\$ 807,166.41	(41,076.00)	\$ (717,597.72)	5,127.00	\$ 89,568.69	4,552.00	\$ 79,523.44	9,679.00	\$ 169,092.13
0543-6020	CABLE BARRIER TERMINAL SECTION (TL-4)	ROADWAY SAFETY	EA	\$ 3,303.53	30.00	\$ 99,105.90	(26.00)	\$ (85,891.78)	4.00	\$ 13,214.12	3.00	\$ 9,910.59	7.00	\$ 23,124.71
0544-6001	GUARDRAIL END TREATMENT (INSTALL)	ROADWAY SAFETY	EA	\$ 2,964.70	108.00	\$ 320,187.60	(41.00)	\$ (121,552.70)	67.00	\$ 198,634.90	9.00	\$ 26,682.30	76.00	\$ 225,317.20
0545-6001	CRASH CUSH ATTEN (INSTL)	ROADWAY SAFETY	EA	\$ 37,228.22	9.00	\$ 335,053.98	-	\$ -	9.00	\$ 335,053.98	(2.00)	\$ (74,456.44)	7.00	\$ 260,597.54
0550-6001	CHAIN LINK FENCE (INSTALL) (6')	ROADWAY SAFETY	LF	\$ 116.47	65.00	\$ 7,570.55	-	\$ -	65.00	\$ 7,570.55	-	\$ -	65.00	\$ 7,570.55
0550-6003	CHAIN LINK FENCE (REMOVE)	ROADWAY SAFETY	LF	\$ 7.41	1,562.00	\$ 11,574.42	-	\$ -	1,562.00	\$ 11,574.42	-	\$ -	1,562.00	\$ 11,574.42
0550-6006	GATE (REMOVE)	ROADWAY SAFETY	EA	\$ 1,588.23	1.00	\$ 1,588.23	-	\$ -	1.00	\$ 1,588.23	-	\$ -	1.00	\$ 1,588.23
0556-6007	PIPE UNDERDRAINS (TY 7) (6")	MSE WALLS	LF	\$ 17.14	21,120.00	\$ 361,996.80	-	\$ -	21,120.00	\$ 361,996.80	(3,361.00)	\$ (57,607.54)	17,759.00	\$ 304,389.26
0560-6007	MAILBOX INSTALL-S (WC-POST) TY 3	ROADWAY SAFETY	EA	\$ 175.32	3.00	\$ 525.96	-	\$ -	3.00	\$ 525.96	-	\$ -	3.00	\$ 525.96
0560-9001	MAILBOX INSTALL-M (WC-POST) TY 3	ROADWAY SAFETY	EA	\$ 250.00	1.00	\$ 250.00	-	\$ -	1.00	\$ 250.00	-	\$ -	1.00	\$ 250.00
0610-6067	IN RD IL AM (TY ST) 40T-12 (250W) S	ILLUMINATION	EA	\$ 1,500.00		\$ -	-	\$ -	-	\$ -	6.00	\$ 9,000.00	6.00	\$ 9,000.00
0610-6104	IN RD IL (U/P) (TY 1) (150W EQ) LED	ILLUMINATION	EA	\$ 1,484.15	32.00	\$ 47,492.80	-	\$ -	32.00	\$ 47,492.80	(4.00)	\$ (5,936.60)	28.00	\$ 41,556.20

0610-6106	IN RD IL (U/P) (TY 2) (150W EQ) LED	ILLUMINATION	EA	\$	1,293.65	76.00	\$	98,317.40	-	\$	-	76.00	\$	98,317.40	-	\$	-	76.00	\$	98,317.40
0610-6188	IN RD IL (TY SP) 385-4 (250W EQ) LED	ILLUMINATION	EA	\$	5,301.35	3.00	\$	15,904.05	-	\$	-	3.00	\$	15,904.05	(2.00)	\$	(10,602.70)	1.00	\$	5,301.35
0610-6191	IN RD IL (TY SP) 385-8-8 (250W EQ) LED	ILLUMINATION	EA	\$	4,200.00		\$	-		\$	-		\$	-	81.00	\$	340,200.00	81.00	\$	340,200.00
0610-6195	IN RD IL (TY SP) 385-12-12 (250W EQ) LED	ILLUMINATION	EA	\$	6,000.00		\$	-		\$	-		\$	-	12.00	\$	72,000.00	12.00	\$	72,000.00
0610-6214	IN RD IL (TY SA) 40T-8 (250W EQ) LED	ILLUMINATION	EA	\$	3,812.67	26.00	\$	99,129.42	-	\$	-	26.00	\$	99,129.42	-	\$	-	26.00	\$	99,129.42
0610-6215	IN RD IL (TY SA) 40T-8-8 (250W EQ) LED	ILLUMINATION	EA	\$	4,393.17	81.00	\$	355,846.77	-	\$	-	81.00	\$	355,846.77	(81.00)	\$	(355,846.77)	0.00	\$	-
0610-6218	IN RD IL (TY SA) 40T-12 (250W EQ) LED	ILLUMINATION	EA	\$	3,744.46	42.00	\$	157,267.32	-	\$	-	42.00	\$	157,267.32	(5.00)	\$	(18,722.30)	37.00	\$	138,545.02
0610-6259	IN RD IL (TY ST) 40T-12-12(250W EQ)LED	ILLUMINATION	EA	\$	6,177.44	11.00	\$	67,951.84	-	\$	-	11.00	\$	67,951.84	(11.00)	\$	(67,951.84)	0.00	\$	-
0610-6261	IN RD IL (TY SP) 48S-4-4 (400W EQ) LED	ILLUMINATION	EA	\$	6,222.91	4.00	\$	24,891.64	-	\$	-	4.00	\$	24,891.64	6.00	\$	37,337.46	10.00	\$	62,229.10
0610-6282	IN RD IL (TY SA) 50S-12 (400W EQ) LED	ILLUMINATION	EA	\$	4,439.99	4.00	\$	17,759.96	-	\$	-	4.00	\$	17,759.96	-	\$	-	4.00	\$	17,759.96
0610-6290	IN RD IL (TY SA) 50T-12 (400W EQ) LED	ILLUMINATION	EA	\$	4,696.78	26.00	\$	122,116.28	-	\$	-	26.00	\$	122,116.28	(4.00)	\$	(18,787.12)	22.00	\$	103,329.16
0618-6016	CONDT (PVC) (SCH 40) (1")	ILLUMINATION	LF	\$	9.45	3,298.00	\$	31,166.10	-	\$	-	3,298.00	\$	31,166.10	(735.00)	\$	(6,945.75)	2,563.00	\$	24,220.35
0618-6023	CONDT (PVC) (SCH 40) (2")	ILLUMINATION	LF	\$	10.44	49,972.00	\$	521,707.68	-	\$	-	49,972.00	\$	521,707.68	(4,611.00)	\$	(48,138.84)	45,361.00	\$	473,568.84
0618-6024	CONDT (PVC) (SCH 40) (2") (BORE)	ILLUMINATION	LF	\$	16.26	4,563.00	\$	74,194.38	-	\$	-	4,563.00	\$	74,194.38	(227.00)	\$	(3,691.02)	4,336.00	\$	70,503.36
0618-6029	CONDT (PVC) (SCH 40) (3")	ILLUMINATION	LF	\$	13.93	707.00	\$	9,848.51	-	\$	-	707.00	\$	9,848.51	55.00	\$	766.15	762.00	\$	10,614.66
0618-6030	CONDT (PVC) (SCH 40) (3") (BORE)	ILLUMINATION	LF	\$	21.76	320.00	\$	6,963.20	-	\$	-	320.00	\$	6,963.20	15.00	\$	326.40	335.00	\$	7,289.60
0618-6033	CONDT (PVC) (SCH 40) (4")	ILLUMINATION	LF	\$	17.95	1,393.00	\$	25,004.35	-	\$	-	1,393.00	\$	25,004.35	-	\$	-	1,393.00	\$	25,004.35
0618-6034	CONDT (PVC) (SCH 40) (4") (BORE)	ILLUMINATION	LF	\$	26.35	1,591.00	\$	41,922.85	-	\$	-	1,591.00	\$	41,922.85	-	\$	-	1,591.00	\$	41,922.85
0618-6046	CONDT (PVC) (SCH 80) (2")	ILLUMINATION	LF	\$	11.48	6,655.00	\$	76,399.40	-	\$	-	6,655.00	\$	76,399.40	4,845.00	\$	55,620.60	11,500.00	\$	132,020.00
0618-6047	CONDT (PVC) (SCH 80) (2") (BORE)	ILLUMINATION	LF	\$	19.88	2,545.00	\$	50,594.60	-	\$	-	2,545.00	\$	50,594.60	(125.00)	\$	(2,485.00)	2,420.00	\$	48,109.60
0618-6064	CONDT (RM) (1")	ILLUMINATION	LF	\$	26.04	5,661.00	\$	147,412.44	-	\$	-	5,661.00	\$	147,412.44	(1,205.00)	\$	(31,378.20)	4,456.00	\$	116,034.24
0618-6074	CONDT (RM) (3")	ILLUMINATION	LF	\$	95.41	6,800.00	\$	648,788.00	(6,800.00)	\$	(648,788.00)	-	\$	-	-	\$	-	0.00	\$	-
0618-9001	CONDT (FIBERGLASS) (3")	ILLUMINATION	LF	\$	88.21	-	\$	-	6,800.00	\$	599,828.00	6,800.00	\$	599,828.00	(6,325.00)	\$	(557,928.25)	475.00	\$	41,899.75
0620-6002	ELEC CONDR (NO.14) INSULATED (REVISED UNIT PRICE)	ILLUMINATION	LF	\$	0.59		\$	-	94,281.00	\$	55,625.79	94,281.00	\$	55,625.79	2,479.00	\$	1,462.61	96,760.00	\$	57,088.40
0620-6002	ELEC CONDR (NO.14) INSULATED	ILLUMINATION	LF	\$	0.56	155,515.00	\$	87,088.40	(155,515.00)	\$	(87,088.40)	-	\$	-	-	\$	-	0.00	\$	-
0620-6003	ELEC CONDR (NO.12) BARE	ILLUMINATION	LF	\$	0.75	3,509.00	\$	2,631.75	-	\$	-	3,509.00	\$	2,631.75	(925.00)	\$	(693.75)	2,584.00	\$	1,938.00
0620-6004	ELEC CONDR (NO.12) INSULATED	ILLUMINATION	LF	\$	0.73	7,018.00	\$	5,123.14	-	\$	-	7,018.00	\$	5,123.14	(1,850.00)	\$	(1,350.50)	5,168.00	\$	3,772.64
0620-6007	ELEC CONDR (NO.8) BARE	ILLUMINATION	LF	\$	0.75	48,044.00	\$	36,033.00	-	\$	-	48,044.00	\$	36,033.00	2,064.00	\$	1,548.00	50,108.00	\$	37,581.00
0620-6008	ELEC CONDR (NO.8) INSULATED (REVISED UNIT PRICE)	ILLUMINATION	LF	\$	1.21		\$	-	200,494.00	\$	242,597.74	200,494.00	\$	242,597.74	2,386.00	\$	2,887.06	202,880.00	\$	245,484.80
0620-6008	ELEC CONDR (NO.8) INSULATED	ILLUMINATION	LF	\$	1.19	260,663.00	\$	310,188.97	(260,663.00)	\$	(310,188.97)	-	\$	-	-	\$	-	0.00	\$	-
0620-6009	ELEC CONDR (NO.6) BARE	ILLUMINATION	LF	\$	1.24	13,884.00	\$	17,216.16	-	\$	-	13,884.00	\$	17,216.16	(555.00)	\$	(688.20)	13,329.00	\$	16,527.96
0620-6010	ELEC CONDR (NO.6) INSULATED	ILLUMINATION	LF	\$	1.40	28,088.00	\$	39,323.20	-	\$	-	28,088.00	\$	39,323.20	(1,390.00)	\$	(1,946.00)	26,698.00	\$	37,377.20
0620-6011	ELEC CONDR (NO.4) BARE	ILLUMINATION	LF	\$	1.73	6,691.00	\$	11,575.43	-	\$	-	6,691.00	\$	11,575.43	578.00	\$	999.94	7,269.00	\$	12,575.37
0620-6012	ELEC CONDR (NO.4) INSULATED	ILLUMINATION	LF	\$	1.99	13,412.00	\$	26,689.88	-	\$	-	13,412.00	\$	26,689.88	1,126.00	\$	2,240.74	14,538.00	\$	28,930.62
0620-6013	ELEC CONDR (NO.3) BARE	ILLUMINATION	LF	\$	5.18	3,045.00	\$	15,773.10	-	\$	-	3,045.00	\$	15,773.10	475.00	\$	2,460.50	3,520.00	\$	18,233.60
0620-6014	ELEC CONDR (NO.3) INSULATED	ILLUMINATION	LF	\$	3.06	6,090.00	\$	18,635.40	-	\$	-	6,090.00	\$	18,635.40	950.00	\$	2,907.00	7,040.00	\$	21,542.40
0621-6005	TRAY CABLE (4 CONDR) (12 AWG)	ILLUMINATION	LF	\$	2.22	2,761.00	\$	6,129.42	-	\$	-	2,761.00	\$	6,129.42	-	\$	-	2,761.00	\$	6,129.42
0621-6007	TRAY CABLE (4 CONDR) (8 AWG)	ILLUMINATION	LF	\$	4.93	1,899.00	\$	9,362.07	-	\$	-	1,899.00	\$	9,362.07	-	\$	-	1,899.00	\$	9,362.07
0624-6002	GROUND BOX TY A (122311)W/APRON	ILLUMINATION	EA	\$	1,307.14	342.00	\$	447,041.88	-	\$	-	342.00	\$	447,041.88	(18.00)	\$	(23,528.52)	324.00	\$	423,513.36
0624-6010	GROUND BOX TY D (162922)W/APRON	ILLUMINATION	EA	\$	1,481.80	55.00	\$	81,499.00	-	\$	-	55.00	\$	81,499.00	-	\$	-	55.00	\$	81,499.00
0625-6002	ZINC-COAT STL WIRE STRAND (3/16")	ILLUMINATION	LF	\$	5.36	700.00	\$	3,752.00	-	\$	-	700.00	\$	3,752.00	-	\$	-	700.00	\$	3,752.00
0625-6004	ZINC-COAT STL WIRE STRAND (5/16")	ILLUMINATION	LF	\$	3.17	1,980.00	\$	6,276.60	-	\$	-	1,980.00	\$	6,276.60	-	\$	-	1,980.00	\$	6,276.60
0628-6044	ELC SRV TY A 240/480 060(NS)SS(E)PS(U)	ILLUMINATION	EA	\$	7,456.08	1.00	\$	7,456.08	-	\$	-	1.00	\$	7,456.08	-	\$	-	1.00	\$	7,456.08
0628-6045	ELC SRV TY A 240/480060(NS)SS(E)SP(O)	ILLUMINATION	EA	\$	7,898.18	32.00	\$	252,741.76	-	\$	-	32.00	\$	252,741.76	(3.00)	\$	(23,694.54)	29.00	\$	229,047.22
0628-6145	ELC SRV TY D 120/240060(NS)SS(E)SP(O)	ILLUMINATION	EA	\$	6,333.27	5.00	\$	31,666.35	-	\$	-	5.00	\$	31,666.35	-	\$	-	5.00	\$	31,666.35
0628-6148	ELC SRV TY D 120/240060(NS)SS(E)TS(O)	ILLUMINATION	EA	\$	2,977.08	6.00	\$	17,862.48	-	\$	-	6.00	\$	17,862.48	-	\$	-	6.00	\$	17,862.48
0628-6252	ELC SRV TY D 120/240100(NS)SS(N)TP(O)	ILLUMINATION	EA	\$	5,254.12	41.00	\$	215,418.92	-	\$	-	41.00	\$	215,418.92	-	\$	-	41.00	\$	215,418.92
0628-9001	ELC SRV TY D 120/240 100(NS)SS(L)TP(O)	ILLUMINATION	EA	\$	5,271.51	10.00	\$	52,715.10	-	\$	-	10.00	\$	52,715.10	-	\$	-	10.00	\$	52,715.10
0636-6001	ALUMINUM SIGNS (TY A)	SIGNS	SF	\$	19.73	94.00	\$	1,854.62	-	\$	-	94.00	\$	1,854.62	(31.00)	\$	(611.63)	63.00	\$	1,242.99
0636-6002	ALUMINUM SIGNS (TY G)	SIGNS	SF	\$	27.30	8,347.25	\$	227,879.93	128.00	\$	3,494.40	8,475.25	\$	231,374.33	-	\$	-	8,475.25	\$	231,374.33
0636-6003	ALUMINUM SIGNS (TY O)	SIGNS	SF	\$	35.52	1,564.75	\$	55,579.92	-	\$	-	1,564.75	\$	55,579.92	(949.50)	\$	(33,726.24)	615.25	\$	21,853.68
0644-6027	IN SM RD SN SUP&AM TYS80(1)SA(P)	SIGNS	EA	\$	661.06	324.00	\$	214,183.44	8.00	\$	5,288.48	332.00	\$	219,471.92	(5.00)	\$	(3,305.30)	327.00	\$	216,166.62
0644-6030	IN SM RD SN SUP&AM TYS80(1)SA(T)	SIGNS	EA	\$	825.26	185.00	\$	152,673.10	-	\$	-	185.00	\$	152,673.10	4.00	\$	3,301.04	189.00	\$	155,974.14
0644-6033	IN SM RD SN SUP&AM TYS80(1)SA(U)	SIGNS	EA	\$	916.96	34.00	\$	31,176.64	-	\$	-	34.00	\$	31,176.64	(13.00)	\$	(11,920.48)	21.00	\$	19,256.16
0644-6034	IN SM RD SN SUP&AM TYS80(1)SA(U-1EXT)	SIGNS	EA	\$	1,130.20	3.00	\$	3,390.60	-	\$	-	3.00	\$	3,390.60	-	\$	-	3.00	\$	3,390.60

0644-6038	IN SM RD SN SUP&AM TYS80(1)SA(U-EXAL)	SIGNS	EA	\$	1,146.20	14.00	\$	16,046.80	-	\$	-	14.00	\$	16,046.80	-	\$	-	14.00	\$	16,046.80
0644-6051	IN SM RD SN SUP&AM TYS80(2)SA(P-EXAL)	SIGNS	EA	\$	2,367.03	2.00	\$	4,734.06	-	\$	-	2.00	\$	4,734.06	-	\$	-	2.00	\$	4,734.06
0644-6064	IN BRIDGE MNT CLEARANCE SGNASSM(TY N)	SIGNS	EA	\$	1,919.21	20.00	\$	38,384.20	-	\$	-	20.00	\$	38,384.20	(4.00)	\$	(7,676.84)	16.00	\$	30,707.36
0644-6065	IN BRIDGE MNT CLEARANCE SGNASSM(TY S)	SIGNS	EA	\$	1,919.21	12.00	\$	23,030.52	-	\$	-	12.00	\$	23,030.52	(8.00)	\$	(15,353.68)	4.00	\$	7,676.84
0644-6066	IN SM RD SN SUP&AM (RAIL MOUNT)	SIGNS	EA	\$	3,411.93	30.00	\$	102,357.90	-	\$	-	30.00	\$	102,357.90	(9.00)	\$	(30,707.37)	21.00	\$	71,650.53
0644-6076	REMOVE SM RD SN SUP&AM	SIGNS	EA	\$	63.97	61.00	\$	3,902.17	-	\$	-	61.00	\$	3,902.17	(16.00)	\$	(1,023.52)	45.00	\$	2,878.65
0647-6001	INSTALL LRSS (STRUCT STEEL)	SIGNS	LB	\$	5.12	28,374.00	\$	145,274.88	-	\$	-	28,374.00	\$	145,274.88	-	\$	-	28,374.00	\$	145,274.88
0650-6028	INS OH SN SUP(30 FT BAL TEE)	SIGNS	EA	\$	57,239.87	4.00	\$	228,959.48	-	\$	-	4.00	\$	228,959.48	-	\$	-	4.00	\$	228,959.48
0650-6032	INS OH SN SUP(30 FT CANT)	SIGNS	EA	\$	49,930.57	13.00	\$	649,097.41	-	\$	-	13.00	\$	649,097.41	(2.00)	\$	(99,861.14)	11.00	\$	549,236.27
0650-6038	INS OH SN SUP(35 FT CANT)	SIGNS	EA	\$	71,168.85	4.00	\$	284,675.40	-	\$	-	4.00	\$	284,675.40	(3.00)	\$	(213,506.55)	1.00	\$	71,168.85
0650-6045	INS OH SN SUP(40 FT CANT)	SIGNS	EA	\$	54,066.34	1.00	\$	54,066.34	-	\$	-	1.00	\$	54,066.34	5.00	\$	270,331.70	6.00	\$	324,398.04
0650-6079	INS OH SN SUP(70 FT BRDG)	SIGNS	EA	\$	74,184.66	1.00	\$	74,184.66	-	\$	-	1.00	\$	74,184.66	-	\$	-	1.00	\$	74,184.66
0650-6139	INS OH SN SUP(130 FT BRDG)	SIGNS	EA	\$	182,459.95	8.00	\$	1,459,679.60	-	\$	-	8.00	\$	1,459,679.60	-	\$	-	8.00	\$	1,459,679.60
0658-6001	IN STL DEL ASSM (D-SW)SZ 1(FX)GND	SIGNS	EA	\$	58.64	76.00	\$	4,456.64	-	\$	-	76.00	\$	4,456.64	-	\$	-	76.00	\$	4,456.64
0658-6013	IN STL DEL ASSM (D-SW)SZ (BRF)CTB	SIGNS	EA	\$	26.66	97.00	\$	2,586.02	-	\$	-	97.00	\$	2,586.02	-	\$	-	97.00	\$	2,586.02
0658-6014	IN STL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	SIGNS	EA	\$	31.99	10.00	\$	319.90	-	\$	-	10.00	\$	319.90	-	\$	-	10.00	\$	319.90
0658-6018	IN STL DEL ASSM (D-SY)SZ 1(FX)GND	SIGNS	EA	\$	58.64	43.00	\$	2,521.52	-	\$	-	43.00	\$	2,521.52	-	\$	-	43.00	\$	2,521.52
0658-6022	IN STL DEL ASSM (D-SY)SZ 1(FX)GF2	SIGNS	EA	\$	53.31	90.00	\$	4,797.90	-	\$	-	90.00	\$	4,797.90	-	\$	-	90.00	\$	4,797.90
0658-6026	IN STL DEL ASSM (D-SY)SZ (BRF)CTB	SIGNS	EA	\$	26.66	42.00	\$	1,119.72	-	\$	-	42.00	\$	1,119.72	-	\$	-	42.00	\$	1,119.72
0658-6027	IN STL DEL ASSM (D-SY)SZ (BRF)CTB (BI)	SIGNS	EA	\$	26.66	56.00	\$	1,492.96	-	\$	-	56.00	\$	1,492.96	-	\$	-	56.00	\$	1,492.96
0658-6036	IN STL DEL ASSM (D-DW)SZ 1(FX)GND	SIGNS	EA	\$	69.31	32.00	\$	2,217.92	-	\$	-	32.00	\$	2,217.92	-	\$	-	32.00	\$	2,217.92
0658-6048	IN STL OM ASSM (OM-22)(FX)GND	SIGNS	EA	\$	58.64	116.00	\$	6,802.24	-	\$	-	116.00	\$	6,802.24	-	\$	-	116.00	\$	6,802.24
0658-6061	IN STL DEL ASSM (D-SW)SZ 1(BRF)GF2	SIGNS	EA	\$	38.38	150.00	\$	5,757.00	-	\$	-	150.00	\$	5,757.00	187.00	\$	7,177.06	337.00	\$	12,934.06
0658-6062	IN STL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	SIGNS	EA	\$	42.65	221.00	\$	9,425.65	-	\$	-	221.00	\$	9,425.65	301.00	\$	12,837.65	522.00	\$	22,263.30
0658-6064	IN STL DEL ASSM (D-SY)SZ 1(BRF)GF2	SIGNS	EA	\$	42.65	141.00	\$	6,013.65	-	\$	-	141.00	\$	6,013.65	(58.00)	\$	(2,473.70)	83.00	\$	3,539.95
0658-6067	IN STL DEL ASSM (D-DW)SZ 1(BRF)GF2	SIGNS	EA	\$	42.65	42.00	\$	1,791.30	-	\$	-	42.00	\$	1,791.30	(12.00)	\$	(511.80)	30.00	\$	1,279.50
0658-9001	IN STL DEL ASSM (D-DW)SZ (BRF)CTB	SIGNS	EA	\$	106.62	18.00	\$	1,919.16	-	\$	-	18.00	\$	1,919.16	-	\$	-	18.00	\$	1,919.16
0662-6004	WK ZN PAV MRK NON-REMOV (W)4"(SLD)	TCP	LF	\$	0.40	13,612.00	\$	5,444.80	-	\$	-	13,612.00	\$	5,444.80	-	\$	-	13,612.00	\$	5,444.80
0662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	TCP	LF	\$	0.40	13,612.00	\$	5,444.80	-	\$	-	13,612.00	\$	5,444.80	-	\$	-	13,612.00	\$	5,444.80
0662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	TCP	EA	\$	4.00	323.00	\$	1,292.00	-	\$	-	323.00	\$	1,292.00	-	\$	-	323.00	\$	1,292.00
0662-6063	WK ZN PAV MRK REMOV (W)4"(SLD)	TCP	LF	\$	0.55	20,292.00	\$	11,160.60	-	\$	-	20,292.00	\$	11,160.60	-	\$	-	20,292.00	\$	11,160.60
0662-6095	WK ZN PAV MRK REMOV (Y)4"(SLD)	TCP	LF	\$	0.55	29,032.00	\$	15,967.60	-	\$	-	29,032.00	\$	15,967.60	-	\$	-	29,032.00	\$	15,967.60
0662-6109	WK ZN PAV MRK SHT TERM (TAB)TY W	TCP	EA	\$	0.98	16,678.00	\$	16,344.44	-	\$	-	16,678.00	\$	16,344.44	-	\$	-	16,678.00	\$	16,344.44
0662-6111	WK ZN PAV MRK SHT TERM (TAB)TY Y-2	TCP	EA	\$	1.00	7,121.00	\$	7,121.00	-	\$	-	7,121.00	\$	7,121.00	-	\$	-	7,121.00	\$	7,121.00
0666-6006	REFL PAV MRK TY I (W)4"(DOT)(100MIL)	ROADWAY SAFETY	LF	\$	0.32	362.00	\$	115.84	-	\$	-	362.00	\$	115.84	589.00	\$	188.48	951.00	\$	304.32
0666-6033	REFL PAV MRK TY I (W)8"(LNDP)(100MIL)	ROADWAY SAFETY	LF	\$	1.00	117.00	\$	117.00	-	\$	-	117.00	\$	117.00	-	\$	-	117.00	\$	117.00
0666-6036	REFL PAV MRK TY I (W)8"(SLD)(100MIL)	ROADWAY SAFETY	LF	\$	0.70	42,481.00	\$	29,736.70	-	\$	-	42,481.00	\$	29,736.70	419.00	\$	293.30	42,900.00	\$	30,030.00
0666-6039	REFL PAV MRK TY I (W)12"(LNDP)(100MIL)	ROADWAY SAFETY	LF	\$	1.50	175.00	\$	262.50	-	\$	-	175.00	\$	262.50	-	\$	-	175.00	\$	262.50
0666-6042	REFL PAV MRK TY I (W)12"(SLD)(100MIL)	ROADWAY SAFETY	LF	\$	1.05	4,379.00	\$	4,597.95	360.00	\$	378.00	4,739.00	\$	4,975.95	(120.00)	\$	(126.00)	4,619.00	\$	4,849.95
0666-6048	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	ROADWAY SAFETY	LF	\$	3.00	2,306.00	\$	6,918.00	-	\$	-	2,306.00	\$	6,918.00	-	\$	-	2,306.00	\$	6,918.00
0666-6138	REFL PAV MRK TY I (Y)8"(SLD)(100MIL)	ROADWAY SAFETY	LF	\$	1.00	1,514.00	\$	1,514.00	-	\$	-	1,514.00	\$	1,514.00	-	\$	-	1,514.00	\$	1,514.00
0666-6141	REFL PAV MRK TY I (Y)12"(SLD)(100MIL)	ROADWAY SAFETY	LF	\$	1.50	1,465.00	\$	2,197.50	-	\$	-	1,465.00	\$	2,197.50	-	\$	-	1,465.00	\$	2,197.50
0666-6147	REFL PAV MRK TY I (Y)24"(SLD)(100MIL)	ROADWAY SAFETY	LF	\$	3.00	3,248.00	\$	9,744.00	-	\$	-	3,248.00	\$	9,744.00	-	\$	-	3,248.00	\$	9,744.00
0666-6159	RE PV MRK TYI(BLACK)4"(SHADOW)(100MIL)	ROADWAY SAFETY	LF	\$	0.90	41,650.00	\$	37,485.00	-	\$	-	41,650.00	\$	37,485.00	-	\$	-	41,650.00	\$	37,485.00
0666-6224	PAVEMENT SEALER 4"	ROADWAY SAFETY	LF	\$	0.10	470,953.00	\$	47,095.30	-	\$	-	470,953.00	\$	47,095.30	-	\$	-	470,953.00	\$	47,095.30
0666-6226	PAVEMENT SEALER 8"	ROADWAY SAFETY	LF	\$	0.20	39,979.00	\$	7,995.80	-	\$	-	39,979.00	\$	7,995.80	-	\$	-	39,979.00	\$	7,995.80
0666-6228	PAVEMENT SEALER 12"	ROADWAY SAFETY	LF	\$	0.30	5,571.00	\$	1,671.30	-	\$	-	5,571.00	\$	1,671.30	-	\$	-	5,571.00	\$	1,671.30
0666-6230	PAVEMENT SEALER 24"	ROADWAY SAFETY	LF	\$	0.60	1,045.00	\$	627.00	-	\$	-	1,045.00	\$	627.00	-	\$	-	1,045.00	\$	627.00
0666-6231	PAVEMENT SEALER (ARROW)	ROADWAY SAFETY	EA	\$	4.00	40.00	\$	160.00	-	\$	-	40.00	\$	160.00	-	\$	-	40.00	\$	160.00
0666-6232	PAVEMENT SEALER (WORD)	ROADWAY SAFETY	EA	\$	4.00	38.00	\$	152.00	-	\$	-	38.00	\$	152.00	-	\$	-	38.00	\$	152.00
0666-6234	PAVEMENT SEALER (DBL ARROW)	ROADWAY SAFETY	EA	\$	6.00	14.00	\$	84.00	-	\$	-	14.00	\$	84.00	-	\$	-	14.00	\$	84.00
0666-6236	PAVEMENT SEALER (UTURN ARROW)	ROADWAY SAFETY	EA	\$	6.00	9.00	\$	54.00	-	\$	-	9.00	\$	54.00	-	\$	-	9.00	\$	54.00
0666-6243	PAVEMENT SEALER (YLD TRI)	ROADWAY SAFETY	EA	\$	2.00	62.00	\$	124.00	-	\$	-	62.00	\$	124.00	-	\$	-	62.00	\$	124.00
0666-6300	RE PM W/RET REQ TY I (W)4"(BRK)(100MIL)	ROADWAY SAFETY	LF	\$	0.35	34,535.00	\$	12,087.25	-	\$	-	34,535.00	\$	12,087.25	746.00	\$	261.10	35,281.00	\$	12,348.35
0666-6303	RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	ROADWAY SAFETY	LF	\$	0.32	237,996.00	\$	76,158.72	-	\$	-	237,996.00	\$	76,158.72	(1,802.00)	\$	(576.64)	236,194.00	\$	75,582.08

0666-6312	RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	ROADWAY SAFETY	LF	\$	0.45	590.00	\$	265.50	-	\$	-	590.00	\$	265.50	-	\$	-	590.00	\$	265.50
0666-6315	RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	ROADWAY SAFETY	LF	\$	0.32	230,623.00	\$	73,799.36	-	\$	-	230,623.00	\$	73,799.36	7,335.00	\$	2,347.20	237,958.00	\$	76,146.56
0668-6019	PREFAB PAV MRK TY B (W)(ARROW)	ROADWAY SAFETY	EA	\$	600.00	28.00	\$	16,800.00	-	\$	-	28.00	\$	16,800.00	-	\$	-	28.00	\$	16,800.00
0668-6020	PREFAB PAV MRK TY B (W)(DBL ARROW)	ROADWAY SAFETY	EA	\$	875.00	32.00	\$	28,000.00	-	\$	-	32.00	\$	28,000.00	4.00	\$	3,500.00	36.00	\$	31,500.00
0668-6022	PREFAB PAV MRK TY B (W)(UTURNARROW)	ROADWAY SAFETY	EA	\$	925.00	3.00	\$	2,775.00	-	\$	-	3.00	\$	2,775.00	-	\$	-	3.00	\$	2,775.00
0668-6027	PREFAB PAV MRK TY B (W)(WORD)	ROADWAY SAFETY	EA	\$	850.00	30.00	\$	25,500.00	-	\$	-	30.00	\$	25,500.00	-	\$	-	30.00	\$	25,500.00
0668-6077	PREFAB PAV MRK TY C (W) (ARROW)	ROADWAY SAFETY	EA	\$	200.00	32.00	\$	6,400.00	-	\$	-	32.00	\$	6,400.00	-	\$	-	32.00	\$	6,400.00
0668-6078	PREFAB PAV MRK TY C (W) (DBL ARROW)	ROADWAY SAFETY	EA	\$	350.00	4.00	\$	1,400.00	-	\$	-	4.00	\$	1,400.00	-	\$	-	4.00	\$	1,400.00
0668-6080	PREFAB PAV MRK TY C (W) (UTURN ARROW)	ROADWAY SAFETY	EA	\$	400.00	6.00	\$	2,400.00	-	\$	-	6.00	\$	2,400.00	-	\$	-	6.00	\$	2,400.00
0668-6085	PREFAB PAV MRK TY C (W) (WORD)	ROADWAY SAFETY	EA	\$	300.00	38.00	\$	11,400.00	-	\$	-	38.00	\$	11,400.00	-	\$	-	38.00	\$	11,400.00
0668-6092	PREFAB PAV MRK TY C (W) (36")(YLD TRI)	ROADWAY SAFETY	EA	\$	25.00	62.00	\$	1,550.00	-	\$	-	62.00	\$	1,550.00	82.00	\$	2,050.00	144.00	\$	3,600.00
0672-6006	REFL PAV MRKR TY I-A	ROADWAY SAFETY	EA	\$	3.25	734.00	\$	2,385.50	-	\$	-	734.00	\$	2,385.50	21.00	\$	68.25	755.00	\$	2,453.75
0672-6007	REFL PAV MRKR TY I-C	ROADWAY SAFETY	EA	\$	3.25	590.00	\$	1,917.50	-	\$	-	590.00	\$	1,917.50	-	\$	-	590.00	\$	1,917.50
0672-6008	REFL PAV MRKR TY I-R	ROADWAY SAFETY	EA	\$	3.25	140.00	\$	455.00	-	\$	-	140.00	\$	455.00	-	\$	-	140.00	\$	455.00
0672-6009	REFL PAV MRKR TY II-A-A	ROADWAY SAFETY	EA	\$	3.25	1,413.00	\$	4,592.25	-	\$	-	1,413.00	\$	4,592.25	-	\$	-	1,413.00	\$	4,592.25
0672-6010	REFL PAV MRKR TY II-C-R	ROADWAY SAFETY	EA	\$	3.25	4,110.00	\$	13,357.50	-	\$	-	4,110.00	\$	13,357.50	183.00	\$	594.75	4,293.00	\$	13,952.25
0677-6001	ELIM EXT PAV MRK & MRKS (4")	ROADWAY SAFETY	LF	\$	0.20	19,986.00	\$	3,997.20	-	\$	-	19,986.00	\$	3,997.20	(19,494.00)	\$	(3,898.80)	492.00	\$	98.40
0677-6003	ELIM EXT PAV MRK & MRKS (8")	ROADWAY SAFETY	LF	\$	0.60	50.00	\$	30.00	-	\$	-	50.00	\$	30.00	-	\$	-	50.00	\$	30.00
0677-6007	ELIM EXT PAV MRK & MRKS (24")	ROADWAY SAFETY	LF	\$	1.20	192.00	\$	230.40	-	\$	-	192.00	\$	230.40	-	\$	-	192.00	\$	230.40
0678-6001	PAV SURF PREP FOR MRK (4")	ROADWAY SAFETY	LF	\$	0.08	470,953.00	\$	37,676.24	-	\$	-	470,953.00	\$	37,676.24	-	\$	-	470,953.00	\$	37,676.24
0678-6004	PAV SURF PREP FOR MRK (8")	ROADWAY SAFETY	LF	\$	0.16	39,979.00	\$	6,396.64	-	\$	-	39,979.00	\$	6,396.64	-	\$	-	39,979.00	\$	6,396.64
0678-6006	PAV SURF PREP FOR MRK (12")	ROADWAY SAFETY	LF	\$	0.24	5,571.00	\$	1,337.04	-	\$	-	5,571.00	\$	1,337.04	-	\$	-	5,571.00	\$	1,337.04
0678-6008	PAV SURF PREP FOR MRK (24")	ROADWAY SAFETY	LF	\$	0.48	1,045.00	\$	501.60	-	\$	-	1,045.00	\$	501.60	-	\$	-	1,045.00	\$	501.60
0678-6009	PAV SURF PREP FOR MRK (ARROW)	ROADWAY SAFETY	EA	\$	0.65	40.00	\$	26.00	-	\$	-	40.00	\$	26.00	-	\$	-	40.00	\$	26.00
0678-6010	PAV SURF PREP FOR MRK (DBL ARROW)	ROADWAY SAFETY	EA	\$	0.65	14.00	\$	9.10	-	\$	-	14.00	\$	9.10	-	\$	-	14.00	\$	9.10
0678-6012	PAV SURF PREP FOR MRK (UTURN ARR)	ROADWAY SAFETY	EA	\$	0.65	9.00	\$	5.85	-	\$	-	9.00	\$	5.85	-	\$	-	9.00	\$	5.85
0678-6016	PAV SURF PREP FOR MRK (WORD)	ROADWAY SAFETY	EA	\$	0.65	46.00	\$	29.90	-	\$	-	46.00	\$	29.90	-	\$	-	46.00	\$	29.90
0678-6023	PAV SURF PREP FOR MRK (36")(YLD TRI)	ROADWAY SAFETY	EA	\$	0.65	62.00	\$	40.30	-	\$	-	62.00	\$	40.30	20.00	\$	13.00	82.00	\$	53.30
0678-6033	PAV SURF PREP FOR MRK (RPM)	ROADWAY SAFETY	EA	\$	0.65	4,220.00	\$	2,743.00	-	\$	-	4,220.00	\$	2,743.00	-	\$	-	4,220.00	\$	2,743.00
0680-6001	INSTALL HWY TRF SIG (FLASH BEACON)	TRAFFIC SIGNAL	EA	\$	6,086.76	6.00	\$	36,520.56	8.00	\$	48,694.08	14.00	\$	85,214.64	(8.00)	\$	(48,694.08)	6.00	\$	36,520.56
0680-6003	INSTALL HWY TRF SIG (SYSTEM)	TRAFFIC SIGNAL	EA	\$	22,702.60	5.00	\$	113,513.00	-	\$	-	5.00	\$	113,513.00	-	\$	-	5.00	\$	113,513.00
0682-6001	VEH SIG SEC (12")(LED)(GRN)	TRAFFIC SIGNAL	EA	\$	244.16	59.00	\$	14,405.44	-	\$	-	59.00	\$	14,405.44	-	\$	-	59.00	\$	14,405.44
0682-6002	VEH SIG SEC (12")(LED)(GRN ARW)	TRAFFIC SIGNAL	EA	\$	260.21	7.00	\$	1,821.47	-	\$	-	7.00	\$	1,821.47	-	\$	-	7.00	\$	1,821.47
0682-6003	VEH SIG SEC (12")(LED)(YEL)	TRAFFIC SIGNAL	EA	\$	246.84	83.00	\$	20,487.72	-	\$	-	83.00	\$	20,487.72	-	\$	-	83.00	\$	20,487.72
0682-6004	VEH SIG SEC (12")(LED)(YEL ARW)	TRAFFIC SIGNAL	EA	\$	250.85	7.00	\$	1,755.95	-	\$	-	7.00	\$	1,755.95	-	\$	-	7.00	\$	1,755.95
0682-6005	VEH SIG SEC (12")(LED)(RED)	TRAFFIC SIGNAL	EA	\$	244.16	71.00	\$	17,335.36	-	\$	-	71.00	\$	17,335.36	-	\$	-	71.00	\$	17,335.36
0682-6006	VEH SIG SEC (12")(LED)(RED ARW)	TRAFFIC SIGNAL	EA	\$	250.85	8.00	\$	2,006.80	-	\$	-	8.00	\$	2,006.80	-	\$	-	8.00	\$	2,006.80
0682-6018	PED SIG SEC (LED)(COUNTDOWN)	TRAFFIC SIGNAL	EA	\$	395.30	10.00	\$	3,953.00	-	\$	-	10.00	\$	3,953.00	-	\$	-	10.00	\$	3,953.00
0682-6021	BACK PLATE (12")(1 SEC)	TRAFFIC SIGNAL	EA	\$	276.40	14.00	\$	3,869.60	-	\$	-	14.00	\$	3,869.60	-	\$	-	14.00	\$	3,869.60
0682-6023	BACK PLATE (12")(3 SEC)	TRAFFIC SIGNAL	EA	\$	287.11	59.00	\$	16,939.49	-	\$	-	59.00	\$	16,939.49	-	\$	-	59.00	\$	16,939.49
0682-6024	BACK PLATE (12")(4 SEC)	TRAFFIC SIGNAL	EA	\$	305.83	3.00	\$	917.49	-	\$	-	3.00	\$	917.49	-	\$	-	3.00	\$	917.49
0684-6010	TRF SIG CBL (TY A)(12 AWG)(5 CONDR)	TRAFFIC SIGNAL	LF	\$	2.69	9,392.00	\$	25,264.48	-	\$	-	9,392.00	\$	25,264.48	-	\$	-	9,392.00	\$	25,264.48
0684-6012	TRF SIG CBL (TY A)(12 AWG)(7 CONDR)	TRAFFIC SIGNAL	LF	\$	3.37	1,666.00	\$	5,614.42	-	\$	-	1,666.00	\$	5,614.42	-	\$	-	1,666.00	\$	5,614.42
0684-6027	TRF SIG CBL (TY A)(14 AWG)(1 CONDR)	TRAFFIC SIGNAL	LF	\$	1.66	926.00	\$	1,537.16	-	\$	-	926.00	\$	1,537.16	-	\$	-	926.00	\$	1,537.16
0684-6028	TRF SIG CBL (TY A)(14 AWG)(2 CONDR)	TRAFFIC SIGNAL	LF	\$	1.67	9,867.00	\$	16,477.89	-	\$	-	9,867.00	\$	16,477.89	-	\$	-	9,867.00	\$	16,477.89
0686-6019	INS TRF SIG PL AM (S)STR(TY D)	TRAFFIC SIGNAL	EA	\$	8,916.13	4.00	\$	35,664.52	-	\$	-	4.00	\$	35,664.52	-	\$	-	4.00	\$	35,664.52
0686-6020	INS TRF SIG PL AM (S)STR(TY D)LUM	TRAFFIC SIGNAL	EA	\$	10,765.94	20.00	\$	215,318.80	-	\$	-	20.00	\$	215,318.80	-	\$	-	20.00	\$	215,318.80
0686-6033	INS TRF SIG PL AM(S)1 ARM(32')	TRAFFIC SIGNAL	EA	\$	11,193.10	1.00	\$	11,193.10	-	\$	-	1.00	\$	11,193.10	-	\$	-	1.00	\$	11,193.10
0686-6042	INS TRF SIG PL AM(S)1 ARM(40')ILSN	TRAFFIC SIGNAL	EA	\$	15,833.46	1.00	\$	15,833.46	-	\$	-	1.00	\$	15,833.46	-	\$	-	1.00	\$	15,833.46
0686-6045	INS TRF SIG PL AM(S)1 ARM(44')	TRAFFIC SIGNAL	EA	\$	13,888.69	4.00	\$	55,554.76	-	\$	-	4.00	\$	55,554.76	-	\$	-	4.00	\$	55,554.76
0686-6047	INS TRF SIG PL AM(S)1 ARM(44')LUM	TRAFFIC SIGNAL	EA	\$	17,094.76	4.00	\$	68,379.04	-	\$	-	4.00	\$	68,379.04	-	\$	-	4.00	\$	68,379.04
0686-6055	INS TRF SIG PL AM(S)1 ARM(50')LUM	TRAFFIC SIGNAL	EA	\$	34,343.59	5.00	\$	171,717.95	-	\$	-	5.00	\$	171,717.95	-	\$	-	5.00	\$	171,717.95
0686-6059	INS TRF SIG PL AM(S)1 ARM(55')LUM	TRAFFIC SIGNAL	EA	\$	35,472.47	2.00	\$	70,944.94	-	\$	-	2.00	\$	70,944.94	-	\$	-	2.00	\$	70,944.94
0687-6001	PED POLE ASSEMBLY	TRAFFIC SIGNAL	EA	\$	1,929.67	6.00	\$	11,578.02	-	\$	-	6.00	\$	11,578.02	-	\$	-	6.00	\$	11,578.02
0688-6001	PED DETECT PUSH BUTTON (APS)	TRAFFIC SIGNAL	EA	\$	849.47	10.00	\$	8,494.70	-	\$	-	10.00	\$	8,494.70	-	\$	-	10.00	\$	8,494.70

0688-6004	VEH LP DETECT (SAWCUT)	TRAFFIC SIGNAL	LF	\$ 13.55	7,593.00	\$ 102,885.15	-	\$ -	7,593.00	\$ 102,885.15	-	\$ -	7,593.00	\$ 102,885.15
0690-6100	REMOVE TRAFFIC SIGNAL	TRAFFIC SIGNAL	EA	\$ 1,534.00	1.00	\$ 1,534.00	-	\$ -	1.00	\$ 1,534.00	-	\$ -	1.00	\$ 1,534.00
0772-6001	POST AND CABLE FENCE (REMOVAL)	PREP ROW / REMOVALS	LF	\$ 10.59	156.00	\$ 1,652.04	-	\$ -	156.00	\$ 1,652.04	-	\$ -	156.00	\$ 1,652.04
0786-6001	CARBON FIBER REINF POLYMERPROTECTION	BRIDGE	SF	\$ 52.77	1,630.00	\$ 86,015.10	-	\$ -	1,630.00	\$ 86,015.10	71.00	\$ 3,746.67	1,701.00	\$ 89,761.77
1007-6001	IRRIGATION GATE (18")	IRRIGATION	EA	\$ 10,000.00	8.00	\$ 80,000.00	-	\$ -	8.00	\$ 80,000.00	-	\$ -	8.00	\$ 80,000.00
1007-6002	IRRIGATION GATE (30")	IRRIGATION	EA	\$ 13,000.00	1.00	\$ 13,000.00	-	\$ -	1.00	\$ 13,000.00	-	\$ -	1.00	\$ 13,000.00
1007-6005	IRRIGATION WELL (30")	IRRIGATION	EA	\$ 7,500.00	3.00	\$ 22,500.00	-	\$ -	3.00	\$ 22,500.00	-	\$ -	3.00	\$ 22,500.00
1007-6007	IRRIGATION VALVE (12")	IRRIGATION	EA	\$ 5,000.00	15.00	\$ 75,000.00	-	\$ -	15.00	\$ 75,000.00	4.00	\$ 20,000.00	19.00	\$ 95,000.00
1007-6007A	IRRIGATION VALVE (18")	IRRIGATION	EA	\$ 7,500.00		\$ -		\$ -		\$ -	3.00	\$ 22,500.00	3.00	\$ 22,500.00
1007-6007B	CONC PIPE WELL CONNECTION	IRRIGATION	EA	\$ 2,500.00		\$ -		\$ -		\$ -	6.00	\$ 15,000.00	6.00	\$ 15,000.00
1007-6008	IRRIGATION WELL (48")	IRRIGATION	EA	\$ 6,500.00	1.00	\$ 6,500.00	-	\$ -	1.00	\$ 6,500.00	1.00	\$ 6,500.00	2.00	\$ 13,000.00
1007-6009	IRRIGATION WELL (36")	IRRIGATION	EA	\$ 6,000.00	10.00	\$ 60,000.00	-	\$ -	10.00	\$ 60,000.00	(1.00)	\$ (6,000.00)	9.00	\$ 54,000.00
1007-6013	IRRIGATION GATE (15")	IRRIGATION	EA	\$ 8,500.00	11.00	\$ 93,500.00	-	\$ -	11.00	\$ 93,500.00	-	\$ -	11.00	\$ 93,500.00
1007-9005	IRRIGATION WELL (TYPE A)	IRRIGATION	EA	\$ 135,000.00	3.00	\$ 405,000.00	-	\$ -	3.00	\$ 405,000.00	-	\$ -	3.00	\$ 405,000.00
1007-9006	IRRIGATION GATE (12")	IRRIGATION	EA	\$ 8,000.00	1.00	\$ 8,000.00	-	\$ -	1.00	\$ 8,000.00	-	\$ -	1.00	\$ 8,000.00
1007-9009	ALFALFA VALVE (18")	IRRIGATION	EA	\$ 6,500.00	3.00	\$ 19,500.00	-	\$ -	3.00	\$ 19,500.00	(2.00)	\$ (13,000.00)	1.00	\$ 6,500.00
1007-9011	ALFALFA VALVE (12")	IRRIGATION	EA	\$ 2,000.00	3.00	\$ 6,000.00	-	\$ -	3.00	\$ 6,000.00	(1.00)	\$ (2,000.00)	2.00	\$ 4,000.00
1007-9012	IRRIGATION VALVE (21")	IRRIGATION	EA	\$ 15,000.00	1.00	\$ 15,000.00	-	\$ -	1.00	\$ 15,000.00	-	\$ -	1.00	\$ 15,000.00
1007-9013	IRRIGATION GATE	IRRIGATION	EA	\$ 8,750.00	2.00	\$ 17,500.00	-	\$ -	2.00	\$ 17,500.00	-	\$ -	2.00	\$ 17,500.00
1007-9014	IRRIGATION WELL (54")	IRRIGATION	EA	\$ 10,500.00	1.00	\$ 10,500.00	-	\$ -	1.00	\$ 10,500.00	-	\$ -	1.00	\$ 10,500.00
1008-6001	PRSSR IRRIG PVC PIPE (18")	IRRIGATION	LF	\$ 70.00	6,760.00	\$ 473,200.00	-	\$ -	6,760.00	\$ 473,200.00	(1,053.00)	\$ (73,710.00)	5,707.00	\$ 399,490.00
1008-6002	PRSSR IRRIG PVC PIPE (24")	IRRIGATION	LF	\$ 100.00	343.00	\$ 34,300.00	-	\$ -	343.00	\$ 34,300.00	-	\$ -	343.00	\$ 34,300.00
1008-6005	PRSSR IRRIG PVC PIPE (30")	IRRIGATION	LF	\$ 125.00	604.00	\$ 75,500.00	-	\$ -	604.00	\$ 75,500.00	-	\$ -	604.00	\$ 75,500.00
1008-6006	PRSSR IRRIGATION PVC PIPE (15")	IRRIGATION	LF	\$ 52.00	2,008.00	\$ 104,416.00	-	\$ -	2,008.00	\$ 104,416.00	-	\$ -	2,008.00	\$ 104,416.00
1008-9001	PRSSR IRRIG (PVC) PIPE (21")	IRRIGATION	LF	\$ 85.00	300.00	\$ 25,500.00	-	\$ -	300.00	\$ 25,500.00	-	\$ -	300.00	\$ 25,500.00
1008-9002	PRSSR IRRIG (PVC) PIPE (36")	IRRIGATION	LF	\$ 165.58	1,162.00	\$ 192,403.96	-	\$ -	1,162.00	\$ 192,403.96	194.00	\$ 32,122.52	1,356.00	\$ 224,526.48
2004-6001	DECOMPOSED GRANITE (3" DEPTH)	LANDSCAPE	SY	\$ 34.80	-	\$ -	1,759.00	\$ 61,213.20	1,759.00	\$ 61,213.20	-	\$ -	1,759.00	\$ 61,213.20
4024-6002	RC LOW HEAD PRSSR PIPE (CL III)(18")	IRRIGATION	LF	\$ 2,210.00	5.00	\$ 11,050.00	-	\$ -	5.00	\$ 11,050.00	-	\$ -	5.00	\$ 11,050.00
4024-6005	RC LOW HEAD PRSSR PIPE (CL III)(36")	IRRIGATION	LF	\$ 170.00	740.00	\$ 125,800.00	-	\$ -	740.00	\$ 125,800.00	891.00	\$ 151,470.00	1,631.00	\$ 277,270.00
4024-9001	RC LOW HEAD PRSSR PIPE (CL III) (15")	IRRIGATION	LF	\$ 125.00	12.00	\$ 1,500.00	-	\$ -	12.00	\$ 1,500.00	-	\$ -	12.00	\$ 1,500.00
4024-9002	RC LOW HEAD PRSSR PIPE (CL III) (48")	IRRIGATION	LF	\$ 195.00	742.00	\$ 144,690.00	-	\$ -	742.00	\$ 144,690.00	-	\$ -	742.00	\$ 144,690.00
4024-9003	RC LOW HEAD PRSSR PIPE (CL III) (60")	IRRIGATION	LF	\$ 265.00	1,265.00	\$ 335,225.00	-	\$ -	1,265.00	\$ 335,225.00	-	\$ -	1,265.00	\$ 335,225.00
4024-9004	RC LOW HEAD PRSSR PIPE (CL III) (72")	IRRIGATION	LF	\$ 320.00	3,221.00	\$ 1,030,720.00	-	\$ -	3,221.00	\$ 1,030,720.00	-	\$ -	3,221.00	\$ 1,030,720.00
4024-9006	RC LOW HEAD PRSSR PIPE (CL V) (48")	IRRIGATION	LF	\$ 215.00	428.00	\$ 92,020.00	-	\$ -	428.00	\$ 92,020.00	-	\$ -	428.00	\$ 92,020.00
4075-9001	WICK DRAINS	WICK DRAINS	LF	\$ 7.99	270,835.00	\$ 2,163,971.65	-	\$ -	270,835.00	\$ 2,163,971.65	-	\$ -	270,835.00	\$ 2,163,971.65
5000-6001	GEOGRID REINFORCE EMBANKMENTS(TY A)	EARTHWORK	SY	\$ 0.99	40,347.00	\$ 39,943.53	-	\$ -	40,347.00	\$ 39,943.53	-	\$ -	40,347.00	\$ 39,943.53
5002-6005	WATER MAIN PIPE(PVC)(12IN)(DR18)(C900)	WATER MAIN	LF	\$ 80.00	440.00	\$ 35,200.00	-	\$ -	440.00	\$ 35,200.00	-	\$ -	440.00	\$ 35,200.00
5002-9001	WATER MAIN PIPE (PVC)(24IN)(DR18)(C900)	WATER MAIN	LF	\$ 250.00	420.00	\$ 105,000.00	-	\$ -	420.00	\$ 105,000.00	-	\$ -	420.00	\$ 105,000.00
5002-9002	18" GATE VALVE & BOX	WATER MAIN	EA	\$ 16,000.00	4.00	\$ 64,000.00	-	\$ -	4.00	\$ 64,000.00	-	\$ -	4.00	\$ 64,000.00
5002-9003	24" GATE VALVE & BOX	WATER MAIN	EA	\$ 26,500.00	2.00	\$ 53,000.00	-	\$ -	2.00	\$ 53,000.00	-	\$ -	2.00	\$ 53,000.00
5002-9004	WATER MAIN PIPE(PVC)(18IN)(DR18)(C900)	WATER MAIN	LF	\$ 140.00	308.00	\$ 43,120.00	-	\$ -	308.00	\$ 43,120.00	-	\$ -	308.00	\$ 43,120.00
5002-9005	12 IN 45 DEG MJ BENDS	WATER MAIN	EA	\$ 1,250.00	13.00	\$ 16,250.00	-	\$ -	13.00	\$ 16,250.00	-	\$ -	13.00	\$ 16,250.00
6003-6001	ITS SYSTEM SUPPORT EQUIPMENT	ITS SYSTEM	LS	\$ 25,972.83	1.00	\$ 25,972.83	-	\$ -	1.00	\$ 25,972.83	-	\$ -	1.00	\$ 25,972.83
6007-6014	FIBER OPTIC CBL (SNGLE-MODE)(48 FIBER)(REVISED UNIT PRICE)	ITS SYSTEM	LF	\$ 1.97		\$ -	24,460.00	\$ 48,186.20	24,460.00	\$ 48,186.20	(7,590.00)	\$ (14,952.30)	16,870.00	\$ 33,233.90
6007-6014	FIBER OPTIC CBL (SNGLE-MODE)(48 FIBER)	ITS SYSTEM	LF	\$ 2.45	17,340.00	\$ 42,483.00	(17,340.00)	\$ (42,483.00)	-	\$ -	-	\$ -	0.00	\$ -
6007-6018	FIBER OPTIC CBL (SGL-MODE) (96 FIBER)	ITS SYSTEM	LF	\$ 2.75		\$ -	155,250.00	\$ 426,937.50	155,250.00	\$ 426,937.50	(64,210.00)	\$ (176,577.50)	91,040.00	\$ 250,360.00
6007-6017	FIBER OPTIC CBL (SNGLE-MODE)(144FIBER)	ITS SYSTEM	LF	\$ 3.31	156,200.00	\$ 517,022.00	(156,200.00)	\$ (517,022.00)	-	\$ -	-	\$ -	0.00	\$ -
6007-6020	FIBER OPTIC PIGTAIL (12 FIBER) (REVISED UNIT PRICE)	ITS SYSTEM	LF	\$ 1.82		\$ -	34,003.00	\$ 61,885.46	34,003.00	\$ 61,885.46	(2,078.00)	\$ (3,781.96)	31,925.00	\$ 58,103.50
6007-6020	FIBER OPTIC PIGTAIL (12 FIBER)	ITS SYSTEM	LF	\$ 1.87	24,905.00	\$ 46,572.35	(24,905.00)	\$ (46,572.35)	-	\$ -	-	\$ -	0.00	\$ -
6007-6021	FIBER OPTIC SPLICE ENCLOSURE (REVISED UNIT PRICE)	ITS SYSTEM	EA	\$ 2,155.80		\$ -	88.00	\$ 189,710.40	88.00	\$ 189,710.40	63.00	\$ 135,815.40	151.00	\$ 325,525.80
6007-6021	FIBER OPTIC SPLICE ENCLOSURE	ITS SYSTEM	EA	\$ 2,234.97	165.00	\$ 368,770.05	(165.00)	\$ (368,770.05)	-	\$ -	-	\$ -	0.00	\$ -
6007-6022	FIBER OPTIC PATCH PANEL (6 POSITION) (REVISED UNIT PRICE)	ITS SYSTEM	EA	\$ 1,032.00		\$ -	70.00	\$ 72,240.00	70.00	\$ 72,240.00	9.00	\$ 9,288.00	79.00	\$ 81,528.00
6007-6022	FIBER OPTIC PATCH PANEL (6 POSITION)	ITS SYSTEM	EA	\$ 1,118.43	79.00	\$ 88,355.97	(79.00)	\$ (88,355.97)	-	\$ -	-	\$ -	0.00	\$ -
6007-6023	FIBER OPTIC PATCH PANEL (12 POSITION)(REVISED UNIT PRICE)	ITS SYSTEM	EA	\$ 1,130.50		\$ -	7.00	\$ 7,913.50	7.00	\$ 7,913.50	7.00	\$ 7,913.50	14.00	\$ 15,827.00
6007-6023	FIBER OPTIC PATCH PANEL (12 POSITION)	ITS SYSTEM	EA	\$ 1,326.21	14.00	\$ 18,566.94	(14.00)	\$ (18,566.94)	-	\$ -	-	\$ -	0.00	\$ -

6007-6094	FIBER OPTIC FUSION SPLICE (REVISED UNIT PRICE)	ITS SYSTEM	EA	\$	61.17	\$	-	3,120.00	\$	190,850.40	3,120.00	\$	190,850.40	(278.00)	\$	(17,005.26)	2,842.00	\$	173,845.14	
6007-6094	FIBER OPTIC FUSION SPLICE	ITS SYSTEM	EA	\$	61.72	2,842.00	\$	175,408.24	(2,842.00)	\$	(175,408.24)	-	\$	-	-	\$	-	0.00	\$	-
6007-9001	FIBER OPTIC PATCH PANEL (24 POSITION)	ITS SYSTEM	EA	\$	3,364.75	-	\$	-	11.00	\$	37,012.25	11.00	\$	37,012.25	-	\$	-	11.00	\$	37,012.25
6007-9002	FIBER OPTIC PATCH PANEL (96 POSITION)	ITS SYSTEM	EA	\$	5,758.04	-	\$	-	1.00	\$	5,758.04	1.00	\$	5,758.04	-	\$	-	1.00	\$	5,758.04
6008-6027	ITS GRND MNT CAB (TY 4) (CONF 2) (REVISED UNIT PRICE)	ITS SYSTEM	EA	\$	8,831.44	\$	-	11.00	\$	97,145.84	11.00	\$	97,145.84	-	\$	-	11.00	\$	97,145.84	
6008-6027	ITS GRND MNT CAB (TY 4) (CONF 2)	ITS SYSTEM	EA	\$	12,288.80	11.00	\$	135,176.80	(11.00)	\$	(135,176.80)	-	\$	-	-	\$	-	0.00	\$	-
6008-6043	ITS GRND MNT CAB (TY 6) (CONF 2) (REVISED UNIT PRICE)	ITS SYSTEM	EA	\$	12,180.86	\$	-	2.00	\$	24,361.72	2.00	\$	24,361.72	-	\$	-	2.00	\$	24,361.72	
6008-6043	ITS GRND MNT CAB (TY 6) (CONF 2)	ITS SYSTEM	EA	\$	17,555.75	2.00	\$	35,111.50	(2.00)	\$	(35,111.50)	-	\$	-	-	\$	-	0.00	\$	-
6010-6004	CCTV MOUNT (POLE)	ITS SYSTEM	EA	\$	397.24	20.00	\$	7,944.80	-	\$	-	20.00	\$	7,944.80	-	\$	-	20.00	\$	7,944.80
6010-6008	CCTV MOUNT (PENDANT)	ITS SYSTEM	EA	\$	397.24	16.00	\$	6,355.84	-	\$	-	16.00	\$	6,355.84	-	\$	-	16.00	\$	6,355.84
6016-6006	ITS MULTI-DUCT CND (PVC-40)	ITS SYSTEM	LF	\$	42.31	135,055.00	\$	5,714,177.05	(135,055.00)	\$	(5,714,177.05)	-	\$	-	-	\$	-	0.00	\$	-
6016-6009	ITS MULTI-DUCT CND (PVC-40)(STLNCSE)(6009)	ITS SYSTEM	LF	\$	163.39	150.00	\$	24,508.50	(150.00)	\$	(24,508.50)	-	\$	-	-	\$	-	0.00	\$	-
6016-6010	ITS MULTI-DUCT CND (PVC-80) (REVISED UNIT PRICE)	ITS SYSTEM	LF	\$	42.90	\$	-	11,248.00	\$	482,539.20	11,248.00	\$	482,539.20	(6,298.00)	\$	(270,184.20)	4,950.00	\$	212,355.00	
6016-6010	ITS MULTI-DUCT CND (PVC-80)	ITS SYSTEM	LF	\$	43.61	10,905.00	\$	475,567.05	(10,905.00)	\$	(475,567.05)	-	\$	-	-	\$	-	0.00	\$	-
6016-6011	ITS MULTI-DUCT CND (PVC-80)(BORE) (REVISED UNIT PRICE)	ITS SYSTEM	LF	\$	31.65	\$	-	2,179.00	\$	68,965.35	2,179.00	\$	68,965.35	(1,019.00)	\$	(32,251.35)	1,160.00	\$	36,714.00	
6016-6011	ITS MULTI-DUCT CND (PVC-80)(BORE)	ITS SYSTEM	LF	\$	34.14	595.00	\$	20,313.30	(595.00)	\$	(20,313.30)	-	\$	-	-	\$	-	0.00	\$	-
6016-6013	ITS MULTI-DUCT CND (RMC)	ITS SYSTEM	LF	\$	166.00	7,055.00	\$	1,171,130.00	(7,055.00)	\$	(1,171,130.00)	-	\$	-	-	\$	-	0.00	\$	-
6016-6014	ITS MULTI-DUCT COND (FIBERGLASS)	ITS SYSTEM	LF	\$	145.76	-	\$	-	7,055.00	\$	1,028,336.80	7,055.00	\$	1,028,336.80	(50.00)	\$	(7,288.00)	7,005.00	\$	1,021,048.80
6016-6015	FIBER OPTIC CABLE ROAD MARKER (REVISED UNIT PRICE)	ITS SYSTEM	EA	\$	130.25	\$	-	282.00	\$	36,730.50	282.00	\$	36,730.50	28.00	\$	3,647.00	310.00	\$	40,377.50	
6016-6015	FIBER OPTIC CABLE ROAD MARKER	ITS SYSTEM	EA	\$	126.44	403.00	\$	50,955.32	(403.00)	\$	(50,955.32)	-	\$	-	-	\$	-	0.00	\$	-
6016-9001	ITS MULTI-DUCT CND (PVC-40)(STL ENCSE)(9001)	ITS SYSTEM	LF	\$	145.63	2,515.00	\$	366,259.45	(2,515.00)	\$	(366,259.45)	-	\$	-	-	\$	-	0.00	\$	-
6016-9002	ITS MULTI-DUCT CND (PVC C-DUCT)	ITS SYSTEM	LF	\$	39.94	-	\$	-	138,217.00	\$	5,520,386.98	138,217.00	\$	5,520,386.98	4,408.00	\$	176,055.52	142,625.00	\$	5,696,442.50
6016-9003	ITS MULTI-DUCT CND (PVC C-DUST)(STL ENCSE)(142.55)	ITS SYSTEM	LF	\$	142.55	-	\$	-	3,046.00	\$	434,207.30	3,046.00	\$	434,207.30	2,189.00	\$	312,041.95	5,235.00	\$	746,249.25
6016-9004	ITS MULTI-DUCT CND (PVC C-DUST)(STL ENCSE)(149.16)	ITS SYSTEM	LF	\$	149.16	-	\$	-	1,510.00	\$	225,231.60	1,510.00	\$	225,231.60	(1,510.00)	\$	(225,231.60)	0.00	\$	-
6025-6001	RADAR PRESENCE DETECTOR	ITS SYSTEM	EA	\$	8,284.25	4.00	\$	33,137.00	-	\$	-	4.00	\$	33,137.00	-	\$	-	4.00	\$	33,137.00
6029-6001	RADAR VEHICLE SENSING DEVICE	ITS SYSTEM	EA	\$	10,518.56	43.00	\$	452,298.08	-	\$	-	43.00	\$	452,298.08	-	\$	-	43.00	\$	452,298.08
6057-6001	RADAR ADVANCED DETECTION DEVICE	ITS SYSTEM	EA	\$	8,284.25	4.00	\$	33,137.00	-	\$	-	4.00	\$	33,137.00	-	\$	-	4.00	\$	33,137.00
6062-6005	ITS RADIO (SNGL)(900 MHZ)-C-O	ITS SYSTEM	EA	\$	2,882.06	1.00	\$	2,882.06	-	\$	-	1.00	\$	2,882.06	-	\$	-	1.00	\$	2,882.06
6062-6006	ITS RADIO (SNGL)(900 MHZ)-C-U	ITS SYSTEM	EA	\$	2,835.25	3.00	\$	8,505.75	-	\$	-	3.00	\$	8,505.75	-	\$	-	3.00	\$	8,505.75
6064-6003	ITS POLE (20 FT)(130 MPH)	ITS SYSTEM	EA	\$	11,160.82	25.00	\$	279,020.50	(1.00)	\$	(11,160.82)	24.00	\$	267,859.68	1.00	\$	11,160.82	25.00	\$	279,020.50
6064-6048	ITS POLE (55 FT)(130 MPH)	ITS SYSTEM	EA	\$	23,762.16	21.00	\$	499,005.36	(2.00)	\$	(47,524.32)	19.00	\$	451,481.04	-	\$	-	19.00	\$	451,481.04
6064-6068	ITS POLE (8 FT)(COSS/OSB)	ITS SYSTEM	EA	\$	7,459.96	-	\$	-	3.00	\$	22,379.88	3.00	\$	22,379.88	-	\$	-	3.00	\$	22,379.88
6064-6084	ITS POLE MNT CAB (TY 2)(CONF 2)(REVISED UNIT PRICE)	ITS SYSTEM	EA	\$	4,241.93	\$	-	69.00	\$	292,693.17	69.00	\$	292,693.17	-	\$	-	69.00	\$	292,693.17	
6064-6084	ITS POLE MNT CAB (TY 2)(CONF 2)	ITS SYSTEM	EA	\$	7,238.62	69.00	\$	499,464.78	(69.00)	\$	(499,464.78)	-	\$	-	-	\$	-	0.00	\$	-
6064-9001	ETHERNET SWITCH (FURNISH & INSTALL)	ITS SYSTEM	EA	\$	3,407.61	-	\$	-	58.00	\$	197,641.38	58.00	\$	197,641.38	-	\$	-	58.00	\$	197,641.38
6064-9002	NETWORK SWITCH (FURNISH & INSTALL)	ITS SYSTEM	EA	\$	12,029.97	-	\$	-	12.00	\$	144,359.64	12.00	\$	144,359.64	-	\$	-	12.00	\$	144,359.64
6120-6001	DEAD END ROADWAY BARRICADE	ROADWAY SAFETY	LF	\$	50.70	24.00	\$	1,216.80	-	\$	-	24.00	\$	1,216.80	-	\$	-	24.00	\$	1,216.80
613-6006	HI MST IL POLE (150 FT)(100 MPH)	ILLUMINATION	EA	\$	67,535.62	10.00	\$	675,356.20	-	\$	-	10.00	\$	675,356.20	1.00	\$	67,535.62	11.00	\$	742,891.82
614-6002	HI MST IL ASM (12-400W)(ASYM)(TY B)	ILLUMINATION	EA	\$	31,143.18	5.00	\$	155,715.90	-	\$	-	5.00	\$	155,715.90	-	\$	-	5.00	\$	155,715.90
614-6003	HI MST IL ASM (12-400W)(SYM)	ILLUMINATION	EA	\$	31,143.18	5.00	\$	155,715.90	-	\$	-	5.00	\$	155,715.90	-	\$	-	5.00	\$	155,715.90
6186-6006	ITS GND BOX(PCAST) TY 1 (243660)W/APRN (REVISED UNIT PRICE)	ITS SYSTEM	EA	\$	5,860.66	\$	-	171.00	\$	1,002,172.86	171.00	\$	1,002,172.86	(12.00)	\$	(70,327.92)	159.00	\$	931,844.94	
6186-6006	ITS GND BOX(PCAST) TY 1 (243660)W/APRN	ITS SYSTEM	EA	\$	5,702.91	238.00	\$	1,357,292.58	(238.00)	\$	(1,357,292.58)	-	\$	-	-	\$	-	0.00	\$	-
6186-6012	ITS GND BOX(PCAST) TY 2 (366060)W/APRN (REVISED UNOT PRICE)	ITS SYSTEM	EA	\$	8,698.70	\$	-	111.00	\$	965,555.70	111.00	\$	965,555.70	40.00	\$	347,948.00	151.00	\$	1,313,503.70	
6186-6012	ITS GND BOX(PCAST) TY 2 (366060)W/APRN	ITS SYSTEM	EA	\$	8,409.87	165.00	\$	1,387,628.55	(165.00)	\$	(1,387,628.55)	-	\$	-	-	\$	-	0.00	\$	-
7031-9001	BY-PASS PUMPING (IRRIGATION CANAL)	IRRIGATION	LS	\$	604,421.32	2.00	\$	1,208,842.64	-	\$	-	2.00	\$	1,208,842.64	-	\$	-	2.00	\$	1,208,842.64
HCRMA 3541-01-01	EXCAVATION	EARTHWORK	CY	\$	2.84	31,290.00	\$	88,863.60	-	\$	-	31,290.00	\$	88,863.60	-	\$	-	31,290.00	\$	88,863.60
HCRMA 3541-01-02	COMPACTED FILL	EARTHWORK	CY	\$	7.13	587,256.00	\$	4,187,135.28	-	\$	-	587,256.00	\$	4,187,135.28	37,077.00	\$	264,359.01	624,333.00	\$	4,451,494.29
HCRMA 3541-01-03	TOP SOIL	LANDSCAPE	CY	\$	2.91	25,115.00	\$	73,084.65	-	\$	-	25,115.00	\$	73,084.65	-	\$	-	25,115.00	\$	73,084.65
HCRMA 6065-08-01	GATEWELL STRUCTURE	IRRIGATION	EA	\$	100,000.00	3.00	\$	300,000.00	-	\$	-	3.00	\$	300,000.00	-	\$	-	3.00	\$	300,000.00
HCRMA 6068-09-01	SLUICE GATE	IRRIGATION	EA	\$	75,000.00	2.00	\$	150,000.00	-	\$	-	2.00	\$	150,000.00	-	\$	-	2.00	\$	150,000.00
HCRMA 9079-90-01	VEHICULAR GATE	IRRIGATION	EA	\$	5,000.00	2.00	\$	10,000.00	-	\$	-	2.00	\$	10,000.00	-	\$	-	2.00	\$	10,000.00
HCRMA-ITS-01-1	TRAFF MGT CENTER ELECTRONICS & SOFTWARE	ITS SYSTEM	LS	\$	156,561.68	1.00	\$	156,561.68	-	\$	-	1.00	\$	156,561.68	-	\$	-	1.00	\$	156,561.68
HCRMA-ITS-02-1	CCTV ITS POLE FIELD EQUIPMENT(DIGITAL)	ITS SYSTEM	EA	\$	6,867.91	20.00	\$	137,358.20	-	\$	-	20.00	\$	137,358.20	-	\$	-	20.00	\$	137,358.20
HCRMA-ITS-02-2	CCTV DOME TRAFFIC SIGNAL POLEFIELD EQUIP (DIGITAL)	ITS SYSTEM	EA	\$	5,717.64	16.00	\$	91,482.24	-	\$	-	16.00	\$	91,482.24	-	\$	-	16.00	\$	91,482.24
HCRMA-ITS-03	LIGHTNING PROTECTION	ITS SYSTEM	LS	\$	15,399.55	18.00	\$	277,191.90	-	\$	-	18.00	\$	277,191.90	-	\$	-	18.00	\$	277,191.90

HCRMA-ITS-04-01	BLUETOOTH DETECTION SYSTEM(SINGLE LANE)	ITS SYSTEM	EA	\$ 7,541.24	27.00	\$ 203,613.48	-	\$ -	27.00	\$ 203,613.48	-	\$ -	27.00	\$ 203,613.48
HCRMA-ITS-04-02	BLUETOOTH DETECTION SYSTEM(MULTIPLE LANES)	ITS SYSTEM	EA	\$ 7,541.25	4.00	\$ 30,165.00	-	\$ -	4.00	\$ 30,165.00	-	\$ -	4.00	\$ 30,165.00
HCRMA-ITS-05-1	LED DYNAMIC MESSAGE SIGN FULLMATRIX FIELD EQUIP	ITS SYSTEM	EA	\$ 138,414.99	4.00	\$ 553,659.96	(4.00)	\$ (553,659.96)	-	\$ -	-	\$ -	0.00	\$ -
HCRMA-ITS-05-2	LED DYNAMIC MESSAGE SIGN FULLMATRIX FIELD EQUIP - AMBAR	ITS SYSTEM	EA	\$ 119,484.00	-	\$ -	4.00	\$ 477,936.00	4.00	\$ 477,936.00	-	\$ -	4.00	\$ 477,936.00
HCRMA-ITS-07-1	ITS SYSTEM INTEGRATION	ITS SYSTEM	LS	\$ 25,971.80	1.00	\$ 25,971.80	-	\$ -	1.00	\$ 25,971.80	-	\$ -	1.00	\$ 25,971.80
						\$ 295,932,420.25		\$ (38,010,382.30)		\$ 257,922,037.95		\$ 7,005,597.92		\$ 264,927,635.87
													CO#4 Drill Shaft	\$ 171,516.59
													New Unit Price	\$ 265,099,152.46

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023 – 31

APPROVAL OF ONE-YEAR EXTENSION TO THE PROFESSIONAL
SERVICE AGREEMENT WITH HILLTOP SECURITIES, INC. TO PROVIDE
FINANCIAL ADVISORY SERVICES TO THE HIDALGO COUNTY
REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 25th day of July 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on May 14, 2009, the Authority entered into a Financial Advisory Services Agreement with First Southwest Company to advise the Authority regarding financial issues affecting the Authority and its operations and regarding the issuance and sale of all evidence of indebtedness or debt obligation that may be authorized and issued or otherwise created or assumed by the Authority from time to time during the period the Agreement is in effect; and

WHEREAS, the agreement was entered into for an initial three-year period with provisions to exercise one-year extensions after the three-year period; and

WHEREAS, on July 18, 2012, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on August 21, 2013, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on May 21, 2014, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on June 23, 2015, the Authority extended the Financial Advisory Service Agreement with First Southwest Company for one year; and

WHEREAS, on May 24, 2016, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities (formerly First Southwest Company) for one year; and

WHEREAS, on May 23, 2017, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, on May 22, 2018, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, on April 23, 2019, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, on July 28, 2020, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for six (6) months; and

WHEREAS, on December 15, 2020, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for six (6) months; and

WHEREAS, on July 27, 2021, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year;

WHEREAS, on August 23, 2022, the Authority extended the Financial Advisory Service Agreement with Hilltop Securities for one year; and

WHEREAS, the Board has determined it is necessary to exercise a one-year extension to the Financial Advisory Service Agreement with Hilltop Securities;

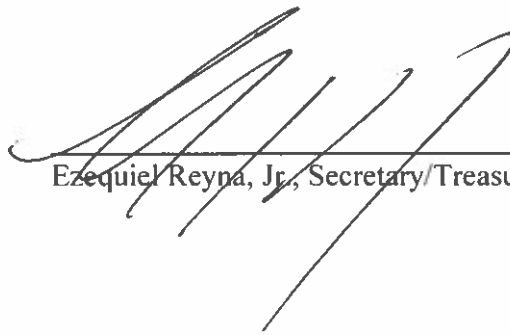
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves a one-year extension to the Financial Advisory Services Agreement with Hilltop Securities hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the one-year extension to the Professional Service Agreement with Hilltop Securities to provide Financial Advisory Services to the Hidalgo County Regional Mobility Authority, as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 25th day of July, 2023, at which meeting a quorum was present.



S. David Deanda Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A
ONE (1) YEAR EXTENSION TO FINANCIAL ADVISORY SERVICE AGREEMENT
WITH
HILLTOP SECURITIES, INC.
EFFECTIVE
AUGUST 24, 2023

EXHIBIT B
FINANCIAL ADVISORY SERVICE AGREEMENT WITH
FIRST SOUTHWEST COMPANY
DATED
MAY 14, 2009

ONE YEAR EXTENSION TO FINANCIAL ADVISORY SERVICE AGREEMENT
BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND
HILLTOP SECURITIES, INC. (FORMERLY FIRST SOUTHWEST)

DATED MAY 14, 2009

INITIAL AGREEMENT PERIOD FOR THREE YEARS WITH

ADDITIONAL ONE-YEAR TERMS

1ST EXTENSION DATED JULY 18, 2012

2ND EXTENSION DATED MAY 14, 2013

3RD EXTENSION DATED MAY 21, 2014

4TH EXTENSION DATED JUNE 23, 2015

5TH EXTENSION DATED MAY 24, 2016

6TH EXTENSION DATED MAY 23, 2017

7TH EXTENSION DATED MAY 22, 2018

8th EXTENSION DATED MAY 23, 2019

9TH EXTENSION DATED JULY 28, 2020 (6-MONTHS)

10th EXTENSION DATED JANUARY 29, 2021 (6-MONTHS)

11th EXTENSION DATED JULY 30, 2021

12th EXTENSION DATED AUGUST 23, 2022

ONE-YEAR EXTENSION EFFECTIVE AUGUST 24, 2023

HILLTOP SECURITIES, INC.

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: _____
Richard M. Ramirez, Regional
Managing Director

By: _____
Pilar Rodriguez, Executive Director

Date: _____

Date: _____

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (the "Agreement") is made and entered into by and between Hidalgo County Regional Mobility Authority ("HCRMA") and First Southwest Company effective as of the date executed by the HCRMA as set forth on the signature page hereof. First Southwest Company shall serve as Financial Advisor (hereafter, the "Financial Advisor").

WITNESSETH:

WHEREAS, the HCRMA will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, HCRMA desires to retain an independent financial advisor; and

WHEREAS, the HCRMA desires to obtain the professional services of the Financial Advisor to advise the HCRMA regarding financial issues affecting the HCRMA and its operations and regarding the issuance and sale of all evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the HCRMA (hereinafter referred to collectively as the "Debt Instruments") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, the HCRMA solicited proposals from firms interested in providing financial advisory services and Financial Advisor was among the respondents; and

WHEREAS, based on the representations and experience reflected in the response to the request for qualifications submitted by Financial Advisor, the HCRMA selected Financial Advisor as the best qualified firm to provide it with financial advisory services; and

WHEREAS, the Financial Advisor is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by HCRMA during the period in which this Agreement shall be effective.

NOW, THEREFORE, the HCRMA and the Financial Advisor, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I
DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the HCRMA, the Financial Advisor agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the HCRMA agrees to pay to the Financial Advisor the compensation as provided in Section V hereof.

A. Financial Planning. At the direction of HCRMA, the Financial Advisor shall:

1. Survey and Analysis. Conduct a survey of the financial resources of the HCRMA to determine the extent of its capacity to authorize, issue and service any Debt Instruments contemplated. This survey will include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power (if applicable) and present and future taxing requirements of the HCRMA and the counties which formed the HCRMA. In the event revenues of existing or projected facilities operated by the HCRMA are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues to be available from any proposed toll rate or other user fee increases and additional revenues, as reasonably projected by consulting engineers employed by the HCRMA, resulting from improvements to be financed by the Debt Instruments under consideration.
2. Future Financings. Consider and analyze future financing needs as projected by the HCRMA's staff and consulting engineers or other experts, if any, engaged by the HCRMA.
3. Recommendations for Debt Instruments. On the basis of the information developed by the survey described above, the Financial Advisor's experience, and other information available, submit to the HCRMA recommendations regarding the Debt Instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while

achieving the objectives of the HCRMA. All recommendations will be consistent with the goal of designing the Debt Instruments to be sold on terms which are advantageous to the HCRMA, including the lowest interest cost consistent with all other considerations.

4. Market Information. Advise HCRMA of current bond market conditions, other related forthcoming bond issues, and general information, with economic data, which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a favorable time.
 5. Elections. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, the Financial Advisor will assist in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to a firm of public finance attorneys (“Bond Counsel”) retained by the HCRMA.
- B. Debt Management and Financial Implementation. At the direction of HCRMA, the Financial Advisor shall:
1. Method of Sale. Evaluate the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make recommendations as to an appropriate method of sale, and:
 - a. If the Debt Instruments are to be sold by an advertised competitive sale, the Financial Advisor will:
 - (1) Supervise the sale of Debt Instruments;
 - (2) Assist the staff of the HCRMA in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids; and
 - (3) Advise the HCRMA regarding the best bid and provide advice regarding acceptance or rejection of the bids.

b. If the Debt Instruments are to be sold by negotiated sale, the Financial Advisor will:

- (1) Recommend for HCRMA's consideration one or more investment banking firms as managers of an underwriting syndicate for the purpose of negotiating the purchase of the Debt Instruments.
- (2) Cooperate with and assist any selected managing underwriter and their counsel in connection with their efforts to prepare any Official Statement or Offering Memorandum. The Financial Advisor will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriter's agreement, and other related documents. The costs incurred in such efforts, including the printing of the documents, will be paid in accordance with the terms of the HCRMA's agreement with the underwriters, but shall not be or become an obligation of the Financial Advisor, except to the extent specifically provided otherwise in this Agreement or assumed in writing by the Financial Advisor.
- (3) Assist the staff of the HCRMA in the safekeeping of any good faith checks, to the extent there are any such, and provide a cost comparison, for both expenses and interest which are suggested by the underwriters, to the then current market.
- (4) Advise the HCRMA as to the fairness of the price offered by the underwriters.

2. Offering Documents. Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid form and such other documents as may be required and submit all such documents to the HCRMA for examination, approval and certification. After such examination, approval and certification, the Financial Advisor shall provide the HCRMA with a supply of all such documents sufficient to its needs and distribute by mail or, where appropriate, by electronic delivery, sets of the same to prospective purchasers of the Debt Instruments. Also, the Financial Advisor shall provide copies of the final Official Statement to the purchaser of the Debt Instruments in accordance with the Notice of Sale and Bidding Instructions.

3. Credit Ratings. Make recommendations to the HCRMA as to the advisability of obtaining a credit rating, or ratings, for the Debt Instruments and, when directed by the HCRMA,

coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies. In those cases where the advisability of personal presentation of information to the rating agency, or agencies, may be indicated, the Financial Advisor will arrange for such personal presentations, utilizing such composition of representatives from the HCRMA as may be finally approved or directed by the HCRMA.

4. Trustee, Paying Agent, Registrar. Upon request, counsel with the HCRMA in the selection of a Trustee and/or Paying Agent/Registrar for the Debt Instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
5. Financial Publications. When appropriate, advise financial publications of the forthcoming sale of the Debt Instruments and provide them with all pertinent information.
6. Consultants. After consulting with and receiving directions from the HCRMA, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the Debt Instruments.
7. Auditors. In the event formal verification by an independent auditor of any calculations incident to the Debt Instruments is required and upon receipt of authorization from the HCRMA, make arrangements for such services.
8. HCRMA Meetings. When requested attend meetings of the HCRMA board of directors, its committees, staff meetings, and other meetings pertaining to the business of the authority.
9. Printing. To the extent authorized by the HCRMA, coordinate all work incident to printing of the offering documents and the Debt Instruments.
10. Bond Counsel. Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the Debt Instrument provided that the Financial Advisor shall not authorize or direct Bond Counsel to undertake any work without approval of the HCRMA.
11. Changes in Laws. Provide to the HCRMA copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the

municipal bond market of which the Financial Advisor becomes aware in the ordinary course of its business, it being understood that the Financial Advisor does not and may not act as an attorney for, or provide legal advice or services to, the HCRMA.

12. Delivery of Debt Instruments. As soon as a bid or purchase agreement for the Debt Instruments is accepted by the HCRMA, coordinate the efforts of all concerned to the end that the Debt Instruments may be delivered and paid for as expeditiously as possible and assist the HCRMA in the preparation or verification of final closing figures incident to the delivery of the Debt Instruments.
13. Debt Service Schedule; Authorizing Resolution. After the closing of the sale and delivery of the Debt Instruments, deliver to the HCRMA a schedule of annual debt service requirements for the Debt Instruments and, in coordination with Bond Counsel, assure that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.
14. Investment of Funds. From time to time, as an incident to the other services provided hereunder as financial advisor, the Financial Advisor may purchase such investments as may be directed and authorized by HCRMA to be purchased, it being understood that the Financial Advisor will be compensated in the normal and customary manner for each such transaction. In any instance wherein the Financial Advisor may become entitled to receive fees or other compensation in any form from a third party with respect to these investment activities on behalf of HCRMA, we will disclose to HCRMA the nature and, to the extent such is known, the amount of any such compensation so that HCRMA may consider the information in making its investment decision. It is understood and agreed that the Financial Advisor is a duly licensed broker/dealer and is affiliated with First Southwest Asset Management, Inc. ("FSAMI"), a duly registered investment/advisor. HCRMA may, from time to time, utilize the broker/dealer services of the Financial Advisor and/or the investment advisory services of FSAMI with respect to matters which do not involve or affect the financial advisory services referenced in this Agreement. The terms and conditions of the engagement of the Financial Advisor and/or FSAMI to provide such services shall be determined by mutual agreement at the time such services are requested.

SECTION II

OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, the Financial Advisor agrees to make available to HCRMA the following services, when so requested by the HCRMA and subject to the agreement by HCRMA and the Financial Advisor regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II shall require further agreement as to the compensation to be received by the Financial Advisor for such services:

1. Exercising Calls and Refunding. Provide advice and assistance with regard to exercising any call and/or refunding of any outstanding Debt Instruments.
2. Capital Improvement Programs. Provide advice and assistance in the development of any capital improvements programs of the HCRMA.
3. Long-Range Planning. Provide advice and assistance in the development of other long-range financing plans of the HCRMA.
4. Post-Sale Services. Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with legal counsel for the HCRMA, Bond Counsel, auditors and other experts and consultants retained by the HCRMA and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.

SECTION III

TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the HCRMA as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect thereafter for a period of three (3) years from such date. The Parties may elect to renew this Agreement for additional one year terms.

SECTION IV

TERMINATION

This Agreement may be terminated with or without cause by the HCRMA or the Financial Advisor upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due the Financial Advisor for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION V COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to the Financial Advisor for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt Instruments during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between HCRMA and the Financial Advisor, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which the Financial Advisor is entitled to reimbursement, shall become due and payable concurrently with and contingent to the receipt of consideration for the Debt Instruments from the purchaser.

Payments due to the Financial Advisor shall be made to:

First Southwest Company
300 West 6th Street, Suite 1940
Austin, Texas 78701

Such fees in Appendix A are for customary services provided in processing or preparing transactions for market issuance and related customary services. HCRMA may request Financial Advisor to provide analysis or advice which would require significant time commitment on the part of Financial Advisor prior to a debt issuance or request work to be done outside of the scope contemplated herein. In such case, HCRMA and Financial Advisor shall negotiate a reasonable fee to be paid monthly to Financial Advisor.

SECTION VI COVENANTS OF THE PARTIES

1. Covenants of HCRMA.

- a. Upon reasonable request from Financial Advisor, HCRMA will provide or cause to be provided to Financial Advisor information relating to the HCRMA relating to matters necessary for Financial Advisor to perform its duties hereunder. HCRMA acknowledges that Financial Advisor shall be entitled to reasonably rely upon the accuracy of such information provided by or on behalf of the HCRMA.
- b. HCRMA shall indemnify and hold harmless Financial Advisor, its directors, officers, agents and/or employees from and against any and all liability and costs (including reasonable attorney's fees) incurred in connection with any claims or demands for damages of any nature whatsoever, arising from Financial Advisor's provision of services to HCRMA under this Agreement; provided, however, that HCRMA need not indemnify or hold harmless Financial Advisor, its directors, officers, agents and/or employees from actual damages directly resulting from the gross negligence or willful misconduct of Financial Advisor, its directors, officers, agents and/or employee.

2. Covenants of Financial Advisor.

- a. Financial Advisor will not submit a bid, either independently or as a member of a syndicate, for any issues of Debt Instruments sold by HCRMA at a negotiated sale, competitive sale, or any other type of sale during the term of this Agreement.
- b. All information provided to Financial Advisor by the HCRMA shall be used and disseminated only for the purpose of providing the professional services described herein. Financial Advisor shall not disseminate or disclose any information that the HCRMA has identified as confidential or proprietary.
- c. Financial Advisor shall conduct its business and affairs in compliance with all laws, regulations and orders applicable to Financial Advisor (including, without limitation, those related to securities laws). In performing the services described under this Agreement, Financial Advisor acknowledges that it holds a position of trust and confidence with the HCRMA; that the HCRMA will be relying on the expertise of Financial Advisor; and that Financial Advisor shall perform all of its obligations in accordance with the highest professional standards and in furtherance of the HCRMA's

best interests. Financial Advisor shall use its best efforts so as not to permit any conflict of interest to occur with respect to its performance under this Agreement and its obligations under any other agreement or to any other party.

- d. Upon request by the HCRMA, Financial Advisor will furnish a copy of any report that may adversely impact the ability of Financial Advisor to perform its duties pursuant to this Agreement (including, without limitation, reports on Forms 8-K, 10-Q and 10-K), proxy statement, or other filing made by Financial Advisor with the Securities and Exchange Commission, any states' securities agency, or any national stock exchange or quotation system.

SECTION VII MISCELLANEOUS

1. **Limitations on Liability.** HCRMA hereby acknowledges and agrees that in any event regardless of the cause of action, except for damages directly resulting from Financial Advisor's negligence, Financial Advisor's total liability and obligations (including loss and expenses) for providing services to HCRMA shall not exceed the gross amount of the fees received by Financial Advisor pursuant to this Agreement. The limitations on liability set forth in this Agreement are fundamental elements of the bargain between HCRMA and Financial Advisor, and the pricing for the services set forth on Appendix A reflect such limitations.
2. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas and the venue for any proceeding shall be the County of Hidalgo.
3. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the HCRMA and the Financial Advisor, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
4. **Notices.** Any notices provided under this Agreement must be sent to:

Financial Advisor:

First Southwest Company

4. Notices. Any notices provided under this Agreement must be sent to:

Financial Advisor:

First Southwest Company
300 West 6th Street, Suite 1940
Austin, TX 78701
Attn: Richard M. Ramirez

HCRMA:

Dennis Burleson, Chairman
Hidalgo County Regional Mobility Authority
510 S. Pleasantview Drive
Weslaco, TX 78596

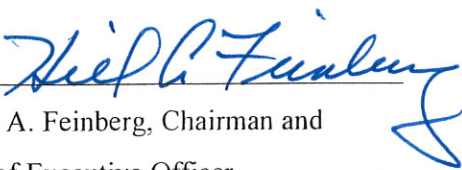
With a copy to:

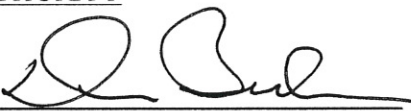
Tuggey Rosenthal Pauerstein Sandoloski Agather LLP
755 E. Mulberry, Ste. 200
San Antonio, TX 78212
Attention: Blakely Fernandez

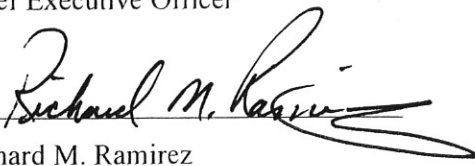
5. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

FIRST SOUTHWEST COMPANY

HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

By: 
Hill A. Feinberg, Chairman and
Chief Executive Officer

By: 
Dennis Burleson
Chairman

By: 
Richard M. Ramirez
Senior Vice President

Date: 5-14-09

Date: 5/14/09

APPENDIX A

The Transaction Fees applicable to separate series of debt issues due the Financial Advisor for issuance of all Debt Instruments will not exceed those contained in the fee schedule as listed below.

First \$5.00 per \$1,000 up to	\$5,000,000 or a total of \$25,000	for \$5,000,000 Debt Instruments
Plus \$4.00 per \$1,000 next	\$15,000,000 or a total of \$85,000	for \$20,000,000 Debt Instruments
Plus \$3.00 per \$1,000 next	\$20,000,000 or a total of \$145,000	for \$40,000,000 Debt Instruments
Plus \$2.00 per \$1,000 next	\$10,000,000 or a total of \$165,000	for \$50,000,000 Debt Instruments
Plus \$1.00 per \$1,000 next	\$25,000,000 or a total of \$190,000	for \$75,000,000 Debt Instruments
Plus \$0.75 per \$1,000 over	\$75,000,000 Debt Instruments	

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specific direction of the HCRMA.

The payment of Transaction Fees for financial advisory services described in Section I of the foregoing Agreement shall be contingent upon the delivery of Debt Instruments and shall be due at the time that Debt Instruments are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefore between the Financial Advisor and HCRMA, which agreement must be entered into prior to the rendition of services for which payment is requested.

The HCRMA shall be responsible for the following expenses, if and when applicable, whether they are charged to the HCRMA directly as expenses or charged to the HCRMA by the Financial Advisor as reimbursable expenses:

- Bond counsel
- Bond printing
- Bond ratings
- Credit enhancement
- CPA fees for refunding
- Official statement printing
- Paying agent/registrar/trustee
- Travel expenses for authorized travel
- Underwriter and underwriter's counsel

The payment of reimbursable expenses that the Financial Advisor has assumed on behalf of the HCRMA shall NOT be contingent upon the delivery of Debt Instruments and shall be due at the time that services are rendered and payable upon receipt of an invoice therefore submitted by the Financial Advisor.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD

RESOLUTION No. 2023-32

APPROVAL OF WORK AUTHORIZATION NUMBER 13 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. TO PROVIDE UPDATED TRAFFIC PROJECTIONS THROUGH 2060 FOR THE INTERNATIONAL BRIDGE TRADE CORRIDOR PROJECT MEGA GRANT APPLICATION

THIS RESOLUTION is adopted this 25th day of July 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority approved Resolution 2017-59 - Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of \$18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 - Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 - Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 - Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 - Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of \$35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project - Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of \$49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by \$ 18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of \$167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of \$17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by \$17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of \$184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of \$15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of \$15,896.71 for a revised maximum payable amount of \$200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of \$390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of \$390,634.80 for a revised maximum payable amount of \$591,418.06; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter for the 365 Tollway project financing in the amount of \$35,598.24; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-33 Contract Amendment IO to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of \$35,598.24 for a revised maximum payable amount of \$627,016.30; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-71 Approval of Work Authorization Number IO to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter update for the 365 Tollway project financing and Value Engineering Change Proposal (VECP) modeling in the amount of \$96,952.04; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-72 Contract Amendment 11 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number IO in the amount of \$96,952.04 for a revised maximum payable amount of \$723,968.34; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-79 - Approval of Work Authorization Number 11 to the Professional Service Agreement with C&M Associates, Inc. for an updated Traffic and Revenue Bringdown Letter for the 365 Tollway Project that incorporates Toll Collection Fees associated with Video Tolling in the amount of \$18,796.82; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-33 - Consideration and Approval of Work Authorization Number 12 to the Professional Service Agreement with C&M Associates, Inc. for traffic modeling support of the International Bridge Trade Corridor MEGA Grant Application in the amount of \$40,220.04; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-32 – Consideration and Approval of Work Authorization Number 13 to the Professional Service Agreement with C&M Associates, Inc. to provide updated traffic projections through 2060 for the IBTC Mega Grant Application in the amount of \$69,205.00;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as fully restated.

Section 2. The Board hereby approves Work Authorization Number 13 to the Professional Services Agreement with C&M Associates, Inc., in the amount of \$69,205.00 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 13 to the Professional Services Agreement with C&M Associates as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 25th day of July 2023, at which meeting a quorum was present.


S. David Deanda, Jr., Chairman

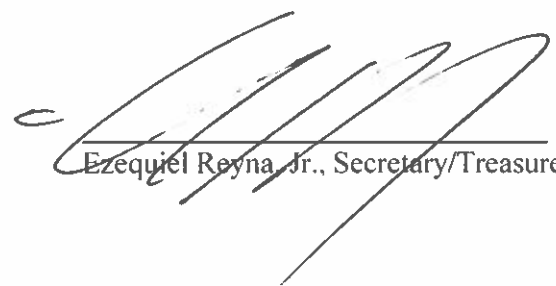

Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT "A"

Work Authorization Number 13

To

Professional Service Agreement

C&M Associates, Inc.

For

Traffic Projections Through 2060 for the IBTC Project

WORK AUTHORIZATION NO. 13
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and C&M Associates, Inc. (the Engineer).

PART I. The Engineer will perform Engineering/Design services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$69,205.00 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2023, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for HCRMA Systemwide Traffic and Revenue Services for HCRMA Systemwide Projects including the 0010 IBTC and 0030 365 TOLL.”

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

THE AUTHORITY

(Signature)
Carlos M. Contreras

(Printed Name)
President

(Title)

(Date)

(Signature)
Pilar Rodriguez

(Printed Name)
Executive Director

(Title)

(Date)

LIST OF EXHIBITS

- | | |
|-------------|--|
| Exhibit A | Services to be provided by the Authority |
| Exhibit B | Services to be provided by the Engineer |
| Exhibit C | Work Schedule |
| Exhibit D | Fee Schedule/Budget |
| Exhibit H-2 | Subprovider Monitoring System Commitment Agreement |

EXHIBIT A
SERVICES TO BE PROVIDED BY THE
AUTHORITY

The AUTHORITY will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the Engineer and accepted by the AUTHORITY on a monthly basis.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. Provide any available relevant data the AUTHORITY may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.

EXHIBIT B SERVICES TO BE PROVIDED BY THE ENGINEER

Introduction

In January 2021, C&M completed an Investment Grade Traffic and Revenue (T&R) Study of 365 TOLL and a Bring Down Letter update of the 2021 T&R study in January 2022. To estimate the T&R, C&M developed a travel demand model for 365 TOLL that includes the International Bridge Trade Corridor (IBTC). In this T&R study, C&M also provided traffic estimates for the IBTC.

The IBTC is a proposed new roadway in Hidalgo County, Texas. The IBTC is located near the cities of Pharr, Alamo, and Donna in a USDOT-defined rural area, outside of the McAllen Urbanized Area (UZA). The roadway will connect Interstate-2 (IH-2) with 365 TOLL (currently under construction) and FM 493, major roadways that facilitate truck traffic in Hidalgo County and the Rio Grande Valley (RGV).

C&M will update its traffic volumes estimates for the proposed IBTC to support the HCRMA and TxDOT in re-applying for the Federal Funding Opportunity.

Task 1: Project Management and QA/QC

This task will start with the Notice to Proceed (NTP) from HCRMA. C&M will conduct a kick-off meeting with HCRMA's Project Manager and HDR (HCRMA's General Engineering Consultant) staff, during which relevant issues and the work plan for the study will be reviewed and established.

C&M will conduct internal project meetings as needed. C&M's Project Manager will make sure that any unexpected issues or changes to the scope are properly coordinated with HCRMA's Project Manager.

Likewise, C&M's Project Manager will arrange periodic progress meetings by teleconference with HCRMA and will be responsible for guaranteeing that quality control procedures are implemented throughout the course of the study.

Task 2: Update of Existing Information

C&M will review the latest information available, including historical traffic counts, available reports, and information on planned roadway improvements within the Project study area. Building upon C&M's previous investment grade study that considered the Project, C&M will incorporate new data including but not limited to traffic counts from permanent TxDOT count stations, border crossings at international bridges (movements of vehicles and trade), and existing traffic information along the U.S./Mexico border.

Task 3: Limited Socioeconomic Data Review

Socioeconomic variables such as employment and population are important inputs for travel demand and TDM trip table development. C&M will perform a limited socioeconomic evaluation of the study area and update its estimates of the socioeconomic trends within the Project's area of influence at the county level (Hidalgo and Cameron Counties). Socioeconomic data will be validated and checked with other sources. It is important to have a clear understanding of current and future developments within the study area, particularly the potential growth of the maquiladora, warehousing, and distribution centers in Hidalgo County.

C&M will update future forecast information from the previous study, supplemented as needed by additional data collected and/or purchased from sources such as Moody's Analytics and Woods & Poole Economics. The results of this analysis will serve as vital inputs to the travel demand modeling process.

Task 4: Travel Demand Modeling

C&M will update its TDM from the previous study with the latest inputs and modeling parameters. C&M will review and update the supply model (attributes such as number of lanes, turns, free flow speed, capacity, etc.). The model network will be modified to include the Project and any changes in the current road system based on the latest Transportation improvement plans and Metropolitan Transportation Plans available.

The trip table will be validated considering parameters such as trip length, and the model will be re-calibrated to replicate currently available traffic counts. All components of the TDM will be evaluated, including the traffic assignment output.

Socioeconomic projections will be incorporated in the estimation of future trip tables and the development of future networks.

Task 5: IBTC Traffic Volume Projections

Based on the opening year and future year networks and trip tables, C&M will use its calibrated Hidalgo County TDM to develop traffic volume projections for the proposed IBTC. C&M will estimate Annual Average Daily Traffic (AADT) by two vehicle classes (passenger and commercial vehicles) for up to three model years to then interpolate and extrapolate the AADTs for the forecast period from the opening year to 2060.

Seasonal variation factors for traffic will be determined based on information obtained in Task 2. These factors will be used to convert the model's daily traffic into AADT values for each vehicle class.

Task Description		Principal - QA/QC	Project Manager	Sr. Transportation Modeler	Transportation Modeler	GIS Operator	Technical Writer	Total	Budget by Task
1	Project Management/Mobilization	4	21	20				45	
2	Update of Existing Information	2	16	24	70	16		128	
3	Limited Socioeconomic Data Review	2	24	36	40	16		118	
4	Travel Demand Modeling	2	32	60	120			214	
5	IBTC Traffic Volume Projections	2	16	70	70			158	
Total Hours		12	109	210	300	32		663	
Hourly Loaded Rate		\$254	\$131	\$110	\$89	\$74	\$83		
Sub-Total Labor		\$3,053	\$14,239	\$23,100	\$26,814		\$0		\$67,205
Direct Expenses*									
Socioeconomic Data									\$2,000
Sub-Total Direct Cost									\$2,000
Total Budget									\$69,205

*Direct expenses are estimates and will be billed at cost. Direct expenses are not to exceed the proposed budget.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION No. 2023-33

CONSIDERATION AND APPROVAL OF THE PURCHASE OF TWO TRACTS OF STATE-OWNED PROPERTY (OLD AREA OFFICE TRACT 1 AND TRACT 2, US 281/CAGE BOULEVARD IN PHARR, TEXAS) FROM THE TEXAS DEPARTMENT OF TRANSPORTATION

THIS RESOLUTION is adopted this 1st day of August, 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, on November 17, 2005, the Texas Transportation Commission (the “Commission”) created the Authority pursuant to (i) the Act; (ii) Title 43, Texas Administrative Code; (iii) a petition of the Hidalgo County Commissioners Court (the “County”); and (iv) findings by the Commission that the creation of the Authority would result in certain direct benefits to the State of Texas (the “State”), local governments, and the traveling public and would improve the State’s transportation system; and

WHEREAS, the Authority is a political subdivision with the power of condemnation and the right to purchase surplus real property from the Texas Department of Transportation under Texas Transportation Code, Section 202.021; and

WHEREAS, on July 26, 2023, the Authority received notice letters from the Texas Department of Transportation for two state-owned properties deemed surplus and for sale (“Notice Letters” attached hereto as Exhibit A), to wit: (i) Old Area Office Tract 1, US 281/Cage Blvd., Pharr, Texas 78577 (+/- 2.1221 acres) valued at \$195,000.00, and (ii) Old Area Office Tract 2, US 281/Cage Blvd., Pharr, Texas 78577 (+/- 3.9945 acres) valued at \$870,000.00 (collectively, the “Property”);

WHEREAS, the Board finds that the Property would be beneficial to the Authority;

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Hidalgo County Regional Mobility Authority that:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Executive Director is authorized to purchase the Properties on behalf of the Authority for \$1,065,000.00, plus survey costs, appraisal costs, and any additional incurred closing costs, including the cost of any owner’s title insurance policy

required, provided the purchase price is determined to be fair market value.

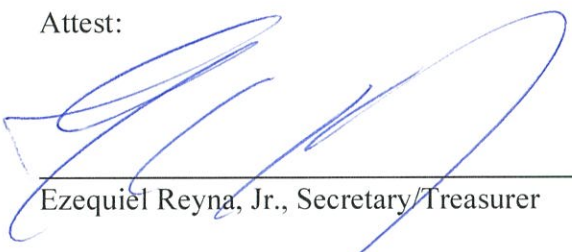
Section 3. This resolution shall serve as a written election statement of the Authority's intent to purchase the Properties.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A SPECIAL MEETING on the 1st day of August, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman

Attest:



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

DocuSign Envelope ID: 52B50F70-434D-425C-88D3-E26A907A8887



6230 EAST STASSNEY LANE, ROW-RES, AUSTIN, TEXAS 78744 | 512.416.2485 | WWW.TXDOT.GOV

July 17, 2023

RE: Potential Sale of State-Owned Property
+/- 3.9945 acres; D21-109-144
Old Area Office Tract 2, US 281/Cage Blvd.
Pharr, Hidalgo County, TX 78577

VIA FEDERAL EXPRESS

S. David Deanda Jr.
Chair
Hidalgo County RMA
118 S. Cage Blvd., 4th Floor
Pharr, TX 78577
956-402-4762

Dear Priority Holder,

The Pharr District of the Texas Department of Transportation ("TxDOT") has determined that the above-described property is no longer needed for state highway purposes. A copy of the survey of the property is enclosed. In accordance with Texas Transportation Code § 202.021, governmental entities with the authority to condemn the real property have a priority right to purchase TxDOT real property that is sold, and this letter is a notice of your right to purchase this property.

The purchase price for this property is EIGHT HUNDRED SEVENTY THOUSAND and No/100 DOLLARS (\$870,000.00), plus survey costs, appraisal costs, and any additional incurred closing costs, including the cost of any owner's title insurance policy you may require. This transaction is subject to change or cancellation by TxDOT. Furthermore, the conveyance will be made subject to any easements for access to a right of way, implied or otherwise, appurtenant to any and all properties abutting the property being sold.

To exercise your priority, you must provide TxDOT with a written election statement of your entity's intent to purchase the property on these terms, within **thirty (30) days** of the receipt of this letter. Please email this to: Stephen.Dodge@txdot.gov.

If TxDOT does not receive a written election statement, TxDOT will consider your right to purchase the property waived. If the priority holder is not interested in purchasing the property, please return the enclosed Waiver prior to the automatic 30-day waiver.

If you have any questions concerning this matter, email or call me at: (512) 416-2875.

Sincerely,

Stephen Dodge
Director, Real Estate Services Section, Right of Way Division

DocuSigned by:
Stephen Dodge
0190390BA1EF44A...

cc: Pedro R Alvarez, P.E., District Engineer, Pharr District
Ramon Jimenez, ROW Project Delivery Manager, Pharr District

OUR VALUES: People • Accountability • Trust • Honesty
OUR MISSION: Connecting You With Texas
An Equal Opportunity Employer

**Waiver of Priority Purchase Right
by Governmental Entity**

RE: Potential Sale of State-Owned Property
Texas Department of Transportation
-/- 3.9945 acres; D21-109-144
Old Area Office Tract 2, US 281/Cage Blvd.
Pharr, Hidalgo County, TX 78577

Stephen Dodge, Director
Real Estate Services Section
Right of Way Division
Texas Department of Transportation
6230 E. Stassney Lane
Austin, Texas 78744

Dear Mr. Dodge:

We have reviewed TxDOT's letter dated July 17, 2023 regarding the proposed sale of the above-referenced property.

The Priority Holder IS NOT interested in purchasing this property.

The Priority Holder WAIVES the priority right to purchase this property.

Sincerely,

_____ [Signature]

_____ [Name]

_____ [Title]

_____ [Entity Name]

Date: _____, 20__

S. David Deanda Jr.
Chair
Hidalgo County RMA
118 S. Cage Blvd., 4th Floor
Pharr, TX 78577

EXHIBIT "A"

County: Hidalgo
Intersection: Cage Blvd. & Bell St.
CSJ: 00039-17-183

Page 1 of 5
6/14/2016

TRACT 02

BEING A 3.9945 ACRE (174,000 SQUARE FEET) TRACT SITUATED IN THE J. HINOJOSA SURVEY, ABSTRACT NUMBER 40, HIDALGO COUNTY, TEXAS, AND BEING ALL OF THE FOLLOWING TRACTS: A CALLED 0.48 ACRE TRACT DESCRIBED IN DEED TO THE TEXAS HIGHWAY DEPARTMENT RECORDED IN VOLUME 653, PAGE 532 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS (D.R.H.C.T.), A CALLED 1.07 ACRE TRACT DESCRIBED IN SPECIAL WARRANTY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 370, PAGE 464 OF THE D.R.H.C.T., A CALLED 1.17 ACRE TRACT DESCRIBED IN WARRANTY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 370, PAGE 466 OF THE D.R.H.C.T. AND A CALLED 1.45 ACRE TRACT DESCRIBED IN WARRANTY DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 409, PAGE 154 OF THE D.R.H.C.T., AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the southeast corner of a called 4.18 acre tract described in deed to Kyrish Real Estate LP recorded in Document Number 2250629 of the D.R.H.C.T. and the existing west right-of-way line of Cage Blvd.;

THENCE North 81°34'06" West 10.12 feet with the south line of said 4.18 acre tract and the existing west right-of-way line of Cage Blvd. to a set 1/2-inch iron rod with plastic cap stamped "HALFF" for the northeast corner of said 1.07 acre tract and the **POINT OF BEGINNING** of the herein described tract;

- 1) **THENCE South 08°21'12" West 300.50 feet** with the east line of said 1.07 acre tract, the east line of said 1.17 acre tract and the existing west right-of-way line of Cage Blvd. to a 1/2-inch iron rod found for the southeast corner of said 1.17 acre tract and the northeast corner of Lot 1 of the Burton Subdivision, a subdivision of record recorded in Volume 38, Page 49B of the Map Records of Hidalgo County, Texas (M.R.H.C.T.), from which a Texas Department of Transportation (TxDOT) concrete monument found bears North 57°03'53" West 0.84 feet;
- 2) **THENCE North 81°35'27" West 339.90 feet** with the south line of said 1.17 acre tract and the north line of Lot 1 and the east line of said 1.45 acre tract to a Texas Department of Transportation (TxDOT) concrete monument found for the northwest corner of Lot 1 and an angle point in the east line of said 1.45 acre tract, from which a iron rod found with plastic cap stamped "RPLS 4304" bears 0.42 feet;
- 3) **THENCE South 08°29'13" West 298.46 feet** with the east line of said 1.45 acre tract and the west line of Lot 1 and Lot 2 of said Burton Subdivision to a Texas Department of Transportation (TxDOT) concrete monument found for the southeast corner of said 1.45 acre tract, the southwest corner of Lot 2 and on the existing right-of-way line of Bell Street;

EXHIBIT "A"

County: Hidalgo
Intersection: Cage Blvd. & Bell St.
CSJ: 00039-7-183

Page 2 of 5
6/14/2016

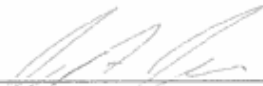
TRACT 02

- 4) **THENCE North 81°34'06" West 120.00 feet** with the south line of said 1.45 acre tract and the existing north right-of-way line of Bell Street to a Texas Department of Transportation (TxDOT) concrete monument found for the southwest corner of said 1.45 acre tract and the southeast corner of a 20 foot Alley as shown in Huisache Subdivision recorded in Volume 7, Page 57 of the M.R.H.C.T.;
- 5) **THENCE North 08°28'14" East 599.09 feet** with the west line of said 1.45 acre tract, the west line of said 0.48 acre tract, the east line of said Alley, the east line of a tract of land described in deed to Carolina Cano and Husband Juan Luis Ramirez and the east line of the remainder of Lateral "F" (no deed found) to a set 1/2-inch iron rod with plastic cap stamped "HALFF" for the northwest corner of said 0.48 acre tract, the northeast corner of the remainder of said Lateral "F", the southeast corner of a called 2.12 acre tract described in deed to the State of Texas recorded in Volume 866, Page 275 of the D.R.H.C.T. and the southwest corner of said 4.18 acre tract
- 6) **THENCE South 81°34'06" East 459.37 feet** with the north line of said 0.48 acre tract, the north line of said 1.07 acre tract and the south line of said 4.18 acre tract to the **POINT OF BEGINNING** and containing 3.9945 acre (174,000 square feet).

Basis of bearings is the Texas Coordinate System of 1983, South Zone 4205 (NAD83/2011). All distances shown hereon are grid: U.S. Survey Feet.

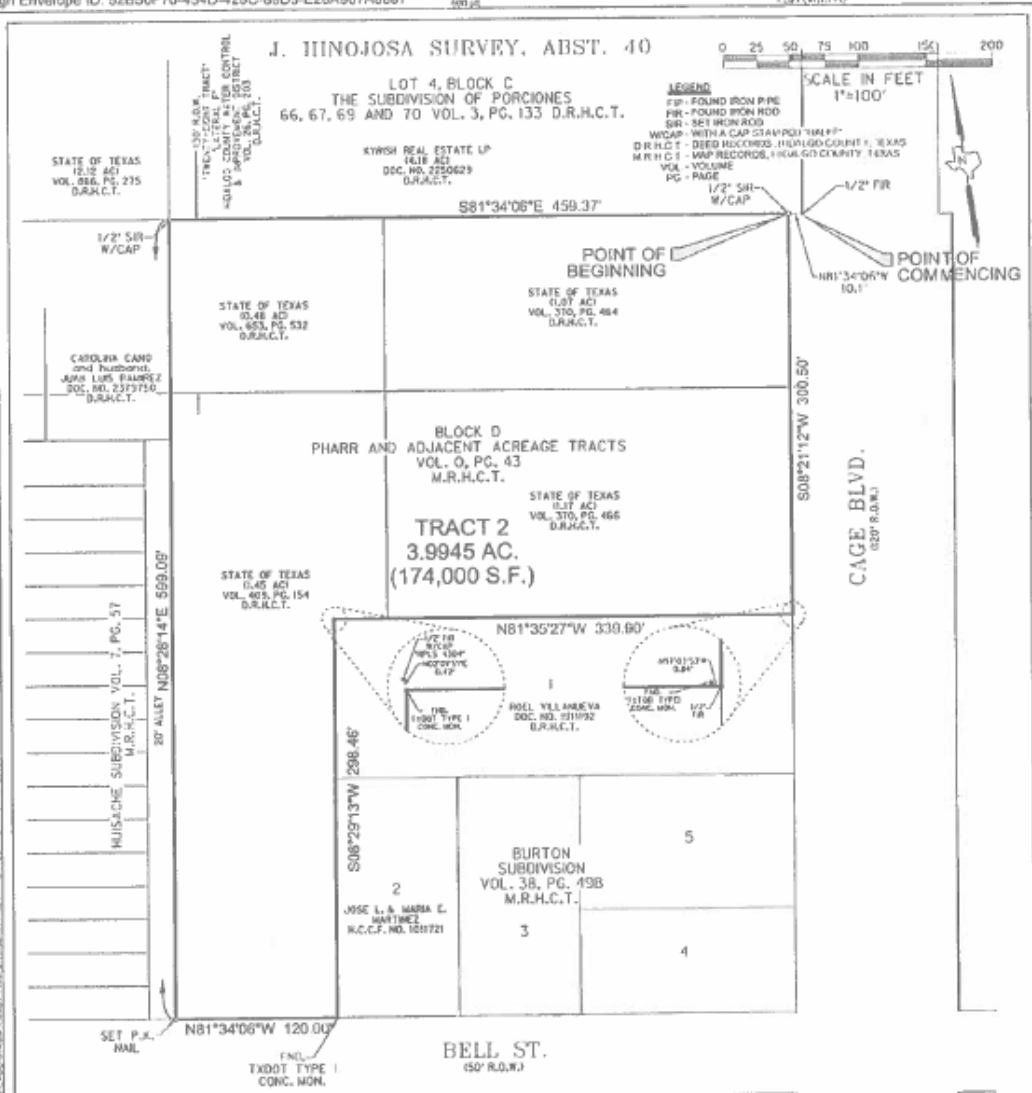
These property descriptions are accompanied by a parcel plat of even date.

I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this legal description and the accompanying parcel plat of even date represent an actual survey made on the ground under my supervision.



Jason A. Jernigan, R.P.L.S. Date
Texas Registered Professional Land Surveyor No. 6023
Halff Associates, Inc.,
TBPLS Firm No. 10029600
1201 North Bowser Road, Richardson, TX, 75081





Drawn: JAMES G. BOWEN, REGISTERED PROFESSIONAL LAND SURVEYOR, 4014 30TH AVE, FV, WA 99378
 Date: 02/20/2016
 MCA: DRAFT/02/20/16

I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this parcel plat and accompanying legal description of even date represent an actual survey made on the ground under my supervision.

[Signature] 09 FEB 2016

JASON A. JERNIGAN
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS NUMBER 6023
 TBPLS FIRM NO. 10029600



Texas Department of Transportation

HALFF
 1201 NORTH BOWSER ROAD
 RICHARDSON, TX 75081
 (714) 348-8200
 TBPLS FIRM NO. 10029600

NO.	DATE	DESCRIPTION	AMOUNT
1	12/20/15	CONTRACT NO. 36-536-P1008	02

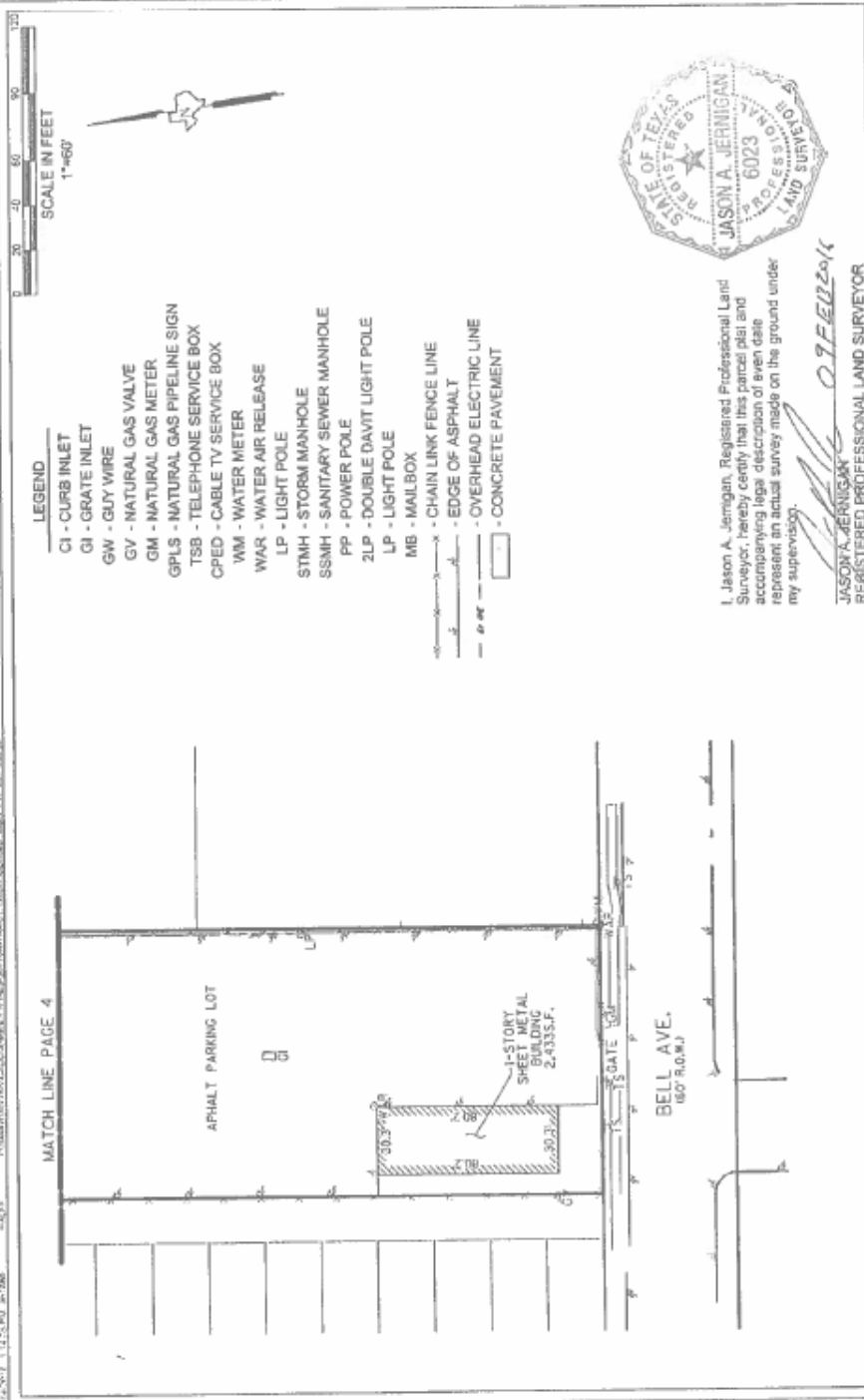
MCA
SURFORM-132

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DATE

11/27/16

1:1



I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this parcel plat and accompanying legal description of even date represent an actual survey made on the ground under my supervision.

Jason A. Jernigan
JASON A. JERNIGAN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6023
TBPLS FIRM NO. 10029600

HALFF
1201 WORTHENWOOD ROAD
DALLAS, TEXAS 75201
(214) 346-6300
TBPLS FIRM NO. 10029600

DATE	SCALE	SHEET NO.	TOTAL SHEETS
5/1/16	1"=60'	5	12



Texas
Department
of Transportation

© 2016



6230 EAST STASSNEY LANE, ROW-RES, AUSTIN, TEXAS 78744 | 512.416.2485 | WWW.TXDOT.GOV

July 17, 2023

RE: Potential Sale of State-Owned Property
+/- 2.1221 acres; D21-109-144
Old Area Office Tract 1, US 281/Cage Blvd.
Pharr, Hidalgo County, TX 78577

VIA FEDERAL EXPRESS

S. David Deanda Jr.
Chair
Hidalgo County RMA
118 S. Cage Blvd., 4th Floor
Pharr, TX 78577
956-402-4762

Dear Priority Holder,

The Pharr District of the Texas Department of Transportation ("TxDOT") has determined that the above-described property is no longer needed for state highway purposes. A copy of the survey of the property is enclosed. In accordance with Texas Transportation Code § 202.021, governmental entities with the authority to condemn the real property have a priority right to purchase TxDOT real property that is sold, and this letter is a notice of your right to purchase this property.

The purchase price for this property is ONE HUNDRED NINETY-FIVE THOUSAND and No/100 DOLLARS (\$195,000.00), plus survey costs, appraisal costs, and any additional incurred closing costs, including the cost of any owner's title insurance policy you may require. This transaction is subject to change or cancellation by TxDOT. Furthermore, the conveyance will be made subject to any easements for access to a right of way, implied or otherwise, appurtenant to any and all properties abutting the property being sold.

To exercise your priority, you must provide TxDOT with a written election statement of your entity's intent to purchase the property on these terms, within **thirty (30) days** of the receipt of this letter. Please email this to: Stephen.Dodge@txdot.gov.

If TxDOT does not receive a written election statement, TxDOT will consider your right to purchase the property waived. If the priority holder is not interested in purchasing the property, please return the enclosed Waiver prior to the automatic 30-day waiver.

If you have any questions concerning this matter, email or call me at: (512) 416-2875.

Sincerely,

Stephen Dodge
Director, Real Estate Services Section, Right of Way Division

DocuSigned by:
Stephen Dodge
01903908A1EF44A

cc: Pedro R Alvarez, P.E., District Engineer, Pharr District
Ramon Jimenez, ROW Project Delivery Manager, Pharr District

**Waiver of Priority Purchase Right
by Governmental Entity**

RE: Potential Sale of State-Owned Property
Texas Department of Transportation
+/- 2.1221 acres; D21-109-144
Old Area Office Tract 1, US 281/Cage Blvd.
Pharr, Hidalgo County, TX 78577

Stephen Dodge, Director
Real Estate Services Section
Right of Way Division
Texas Department of Transportation
6230 E. Stassney Lane
Austin, Texas 78744

Dear Mr. Dodge:

We have reviewed TxDOT's letter dated July 17, 2023 regarding the proposed sale of the above-referenced property.

The Priority Holder IS NOT interested in purchasing this property.

The Priority Holder WAIVES the priority right to purchase this property.

Sincerely,

_____ [Signature]

_____ [Name]

_____ [Title]

_____ [Entity Name]

Date: _____, 20__

S. David Deanda Jr.
Chair
Hidalgo County RMA
118 S. Cage Blvd., 4th Floor
Pharr, TX 78577

EXHIBIT "A"

County: Hidalgo
Intersection: Cage Blvd. & Bell St.
CSJ: 00039-17-183

Page 1 of 5
6/14/2016

TRACT 01

BEING A 2.1221 ACRE (92,438 SQUARE FEET) TRACT SITUATED IN THE J. HINOJOSA SURVEY, ABSTRACT NUMBER 40, HIDALGO COUNTY, TEXAS, AND BEING ALL OF A CALLED 2.12 ACRE TRACT DESCRIBED IN DEED TO THE STATE OF TEXAS RECORDED IN VOLUME 866, PAGE 275 OF THE DEED RECORDS OD HIDALGO COUNTY, TEXAS (D.R.H.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found 1/2-inch iron rod with plastic cap stamped "RGEC" for the northeast corner of Lot 1 of the Parkview Terrace subdivision, a subdivision of record recorded in Document Number 2239170 of the Map Records of Hidalgo County, Texas (M.R.H.C.T.) and the remainder of a called 8.6 acre tract described in deed to Pharr Housing Authority recorded in Volume 1117, Page 401 of the D.R.H.C.T. and the existing south right-of-way of Audrey Street;

THENCE South 81°33'23" East 49.82 feet with the north line of the remainder of said 8.6 acre tract and the existing south right-of-way line of Audrey Street to a found Type I Texas Department of Transportation concrete monument for the northeast corner of the remainder of said 8.6 acre tract, the intersection of the existing south right of way line of Audrey Street with the existing east right-of-way line of Aster Street and the west line of said 2.12 acre tract for the **POINT OF BEGINNING** of the herein described Tract;

- 1) **THENCE North 08°25'54" East 25.24 feet** with the west line of said 2.12 ac and the existing east right-of-way line of Aster Street to a 1/2-inch iron rod with plastic cap stamped "HALFF" for the northeast corner of said 2.12 acre tract and the southwest corner of Lot 2B of the Aguilera Medical Plaza No. 3, a subdivision of record recorded in Volume 37, Page 30A of the (M.R.H.C.T.);
- 2) **THENCE South 81°27'48" East 140.00 feet** with the north line of said 2.12 acre tract and the south line of Lot 2B to a 1/2-inch iron rod with plastic cap stamped "HALFF" for the northeast corner of said 2.12 acre tract and the northwest corner of a called 2.925 acre tract described in deed to 4300 Highway 90 East LP, recorded in Document Number 2243510 of the D.R.H.C.T. from which a iron rod found with plastic cap stamped "M&H" bears north 81°27'48" East 0.65 feet;

EXHIBIT "A"

County: Hidalgo
Intersection: Cage Blvd. & Bell St.
CSJ: 00039-17-183

Page 2 of 5
6/14/2016


TRACT 01

- 3) **THENCE South 08°25'54" West** with the east line of said 2.12 acre tract, the west line of said 2.925 acre tract and the west line of a called 4.18 acre tract described in deed to Kyish Real Estate LP, recorded in Document Number 2250629 of the D.R.H.C.T., passing at a distance of 594.95 feet the northwest corner of a called 0.48 acre tract described in deed to the State of Texas recorded in Volume 653, Page 532 of the D.R.H.C.T., continuing for a total distance of **659.95 feet** to a set 1/2-inch iron rod with plastic cap stamped "HALFF" for the southeast corner of said 2.12 acre tract, the northeast corner of Lot 2, Block 133, same being the northeast corner of a tract of land described as the east 142 feet of Lot 2, Block 133 in deed to Carolina Cano and husband, Juan Luis Ramirez recorded in Document Number 2379750 of the D.R.H.C.T.;
- 4) **THENCE North 81°43'38" West 140.00 feet** with the south line of said 2.12 acre tract and the north line of Lot 2, Block 133 to a 1/2-inch iron pipe found for the southwest corner of said 2.12 acre tract and the remainder of Lateral "F" (no deed found);
- 5) **THENCE North 08°25'54" East** with the west line of said 2.12 acre tract and the east line of the remainder of said Lateral "F", passing at a distance of 65.00 feet the northeast corner of said Lateral "F" and the southeast corner of the remainder of said 8.600 acre tract, continuing with the west line of said 2.12 acre tract and the east line of the remainder of said 8.600 acre tract a distance of **660.60 feet** to the **POINT OF BEGINNING** and containing 2.1221 acre (92,438 square feet).

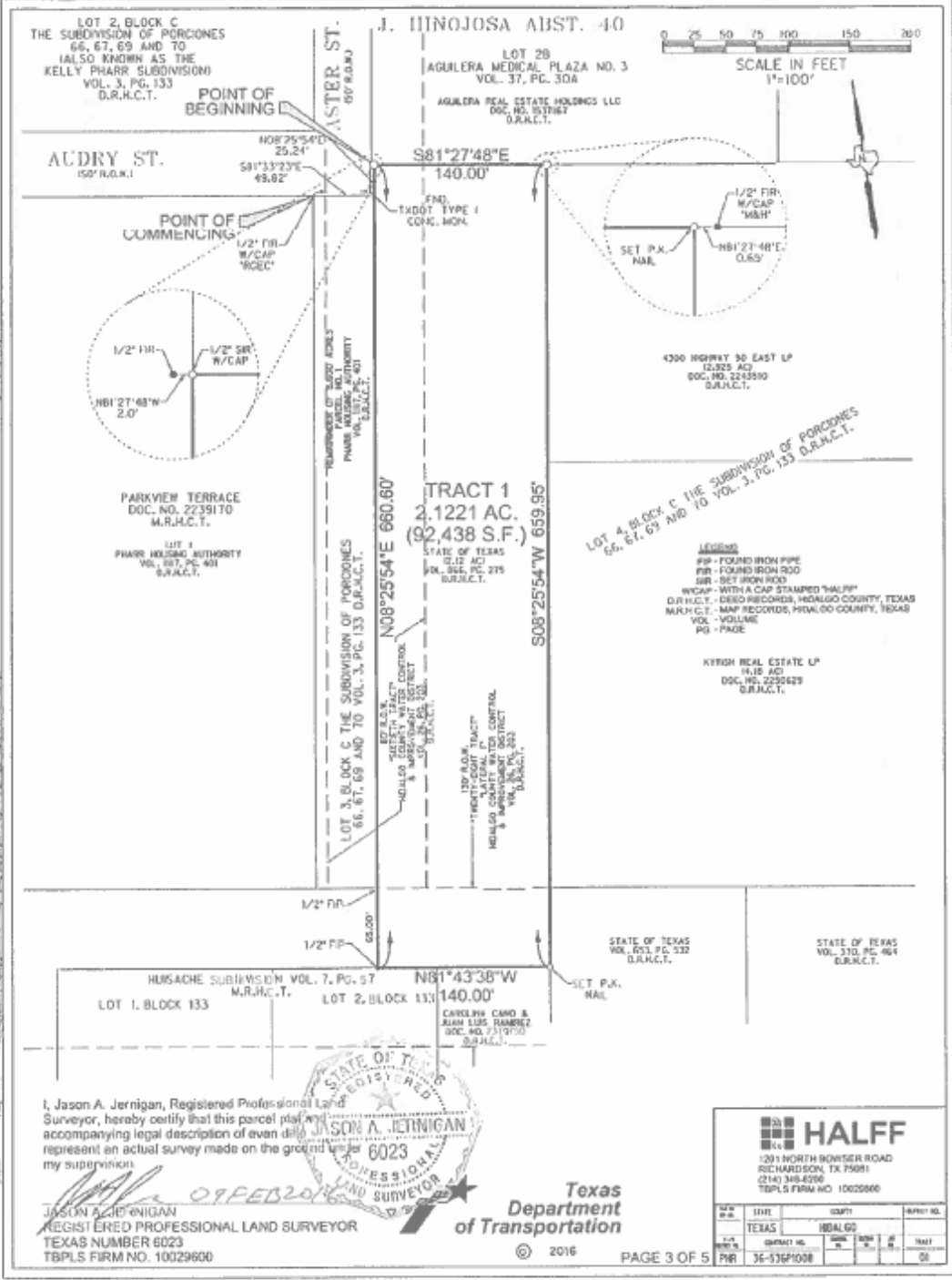
Basis of bearings is the Texas Coordinate System of 1983, South Zone 4205 (NAD83/2011). All distances shown hereon are grid: U.S. Survey Feet.

These property descriptions are accompanied by a parcel plat of even date.

I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this legal description and the accompanying parcel plat of even date represent an actual survey made on the ground under my supervision.

 09 FEB 2016 Date
Jason A. Jernigan, R.P.L.S.
Texas Registered Professional Land Surveyor No. 6023
Hull Associates, Inc.,
TBPLS Firm No. 10029600
1201 North Bowser Road, Richardson, TX, 75081





I, Jason A. Jernigan, Registered Professional Land Surveyor, hereby certify that this parcel plat and accompanying legal description of even distances represent an actual survey made on the ground under my supervision.

Jason A. Jernigan
09 FEB 2016
JASON A. JERNIGAN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6023
TBPLS FIRM NO. 10029600



Texas
Department
of Transportation

HALFF
1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081
(214) 348-6300
TBPLS FIRM NO. 10029600

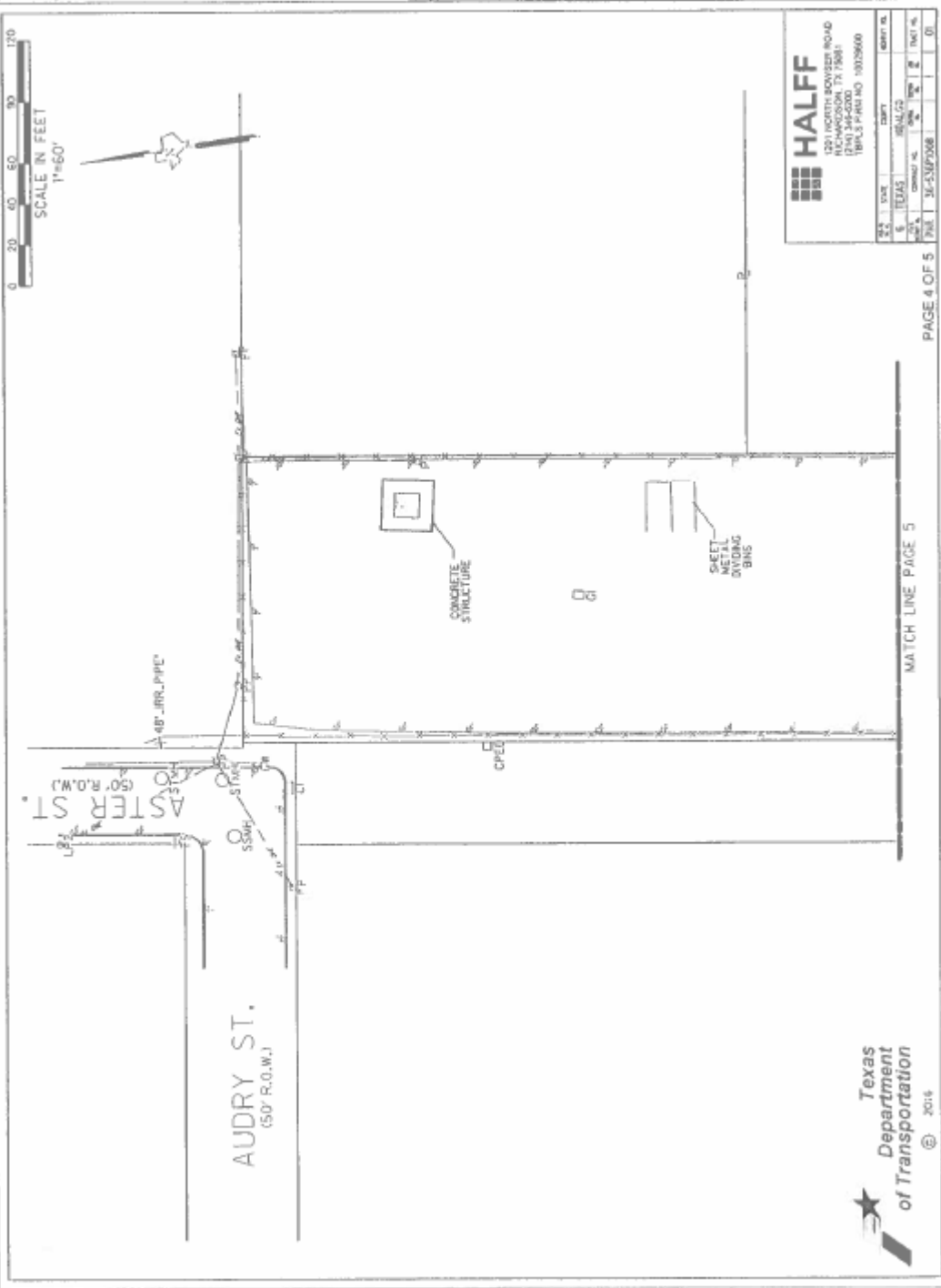
DATE	STATE	COUNTY	SURVEY NO.
02/27/16	TEXAS	HIDALGO	
PROJECT NO.	TRACT	BLK	LOT
PBR 35-536P1008			01

MCA
2/17/2016

UNLUPPOTNONPENTABLE TR
11/20/2015

Sheet
11/20/2015

Sheet
11/20/2015

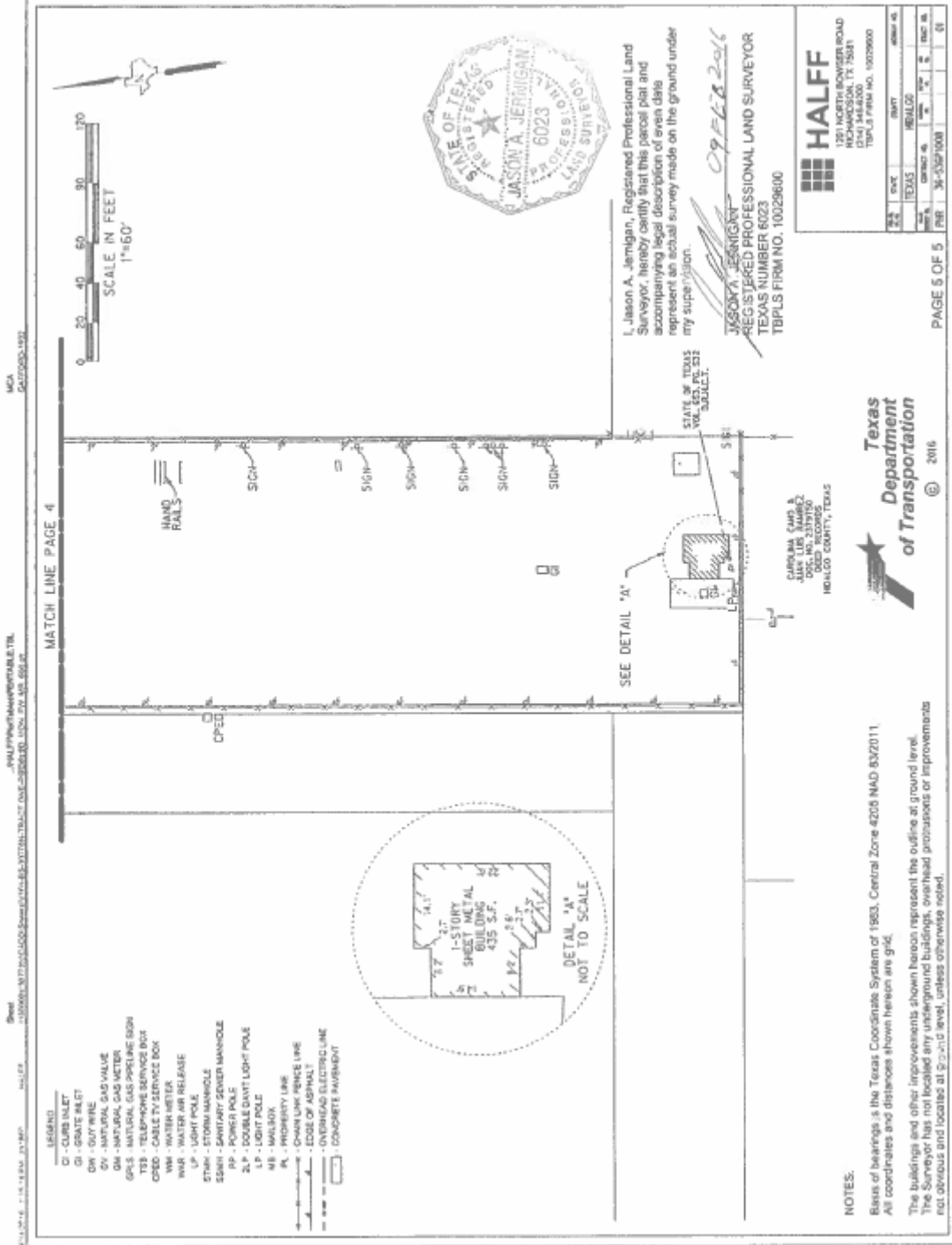


HALFF
 1201 NORTH BOWSER ROAD
 HOUSTON, TX 77061
 (713) 244-4300
 (800) 441-1100

NO.	DATE	REVISION	BY	CHKD.
1				
2				

PAGE 4 OF 5
MATCH LINE PAGE 5





I, Jason A. Jerrigan, Registered Professional Land Surveyor, hereby certify that this parcel plat and accompanying legal description of even data represent an actual survey made on the ground under my supervision.

JASON A. JERRIGAN
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS NUMBER 6023
TIPLS FIRM NO. 10020600

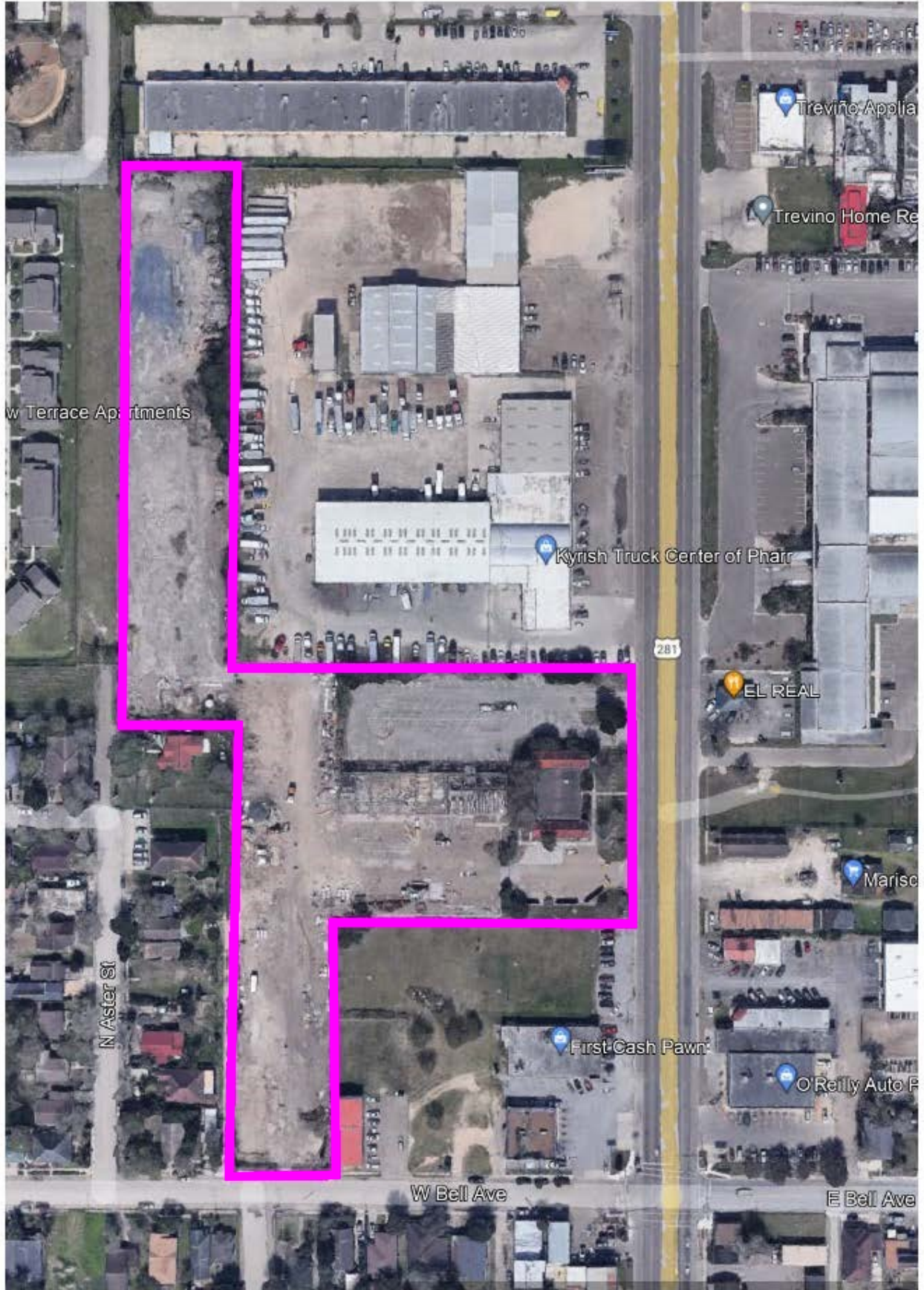
09 FEB 2016

HALFF
1201 NORTH BOWSER ROAD
DALLAS, TEXAS 75241
TEL: 972.444.4400
TIPLS FIRM NO. 10020600

DATE	BY	REVISION
02/10/2016	JAJ	1



EXHIBIT B



HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2023-34

APPROVAL OF CONTRACT AMENDMENT 15 TO THE PROFESSIONAL SERVICES AGREEMENT WITH C&M ASSOCIATES, INC. TO INCREASE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 13

THIS RESOLUTION is adopted this 22nd day of August 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority approved Resolution 2017-59 – Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of \$18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 – Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 – Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 – Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario “G” for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 – Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of \$35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project – Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of \$49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario “I” for the 365 Tollway Project, in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by \$18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of \$167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios “J” & “K” for the 365 Tollway rescope and rebid, in the amount of \$17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by \$17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of \$184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of \$15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of \$15,896.71 for a revised maximum payable amount of \$200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of \$390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of \$390,634.80 for a revised maximum payable amount of \$591,418.06; and

WHEREAS, on August 24, 2021, the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Services Agreement with C&M Associates for a Traffic and Revenue Bring-Down letter for the 365 Tollway Project financing in the amount of \$35,598.24; and

WHEREAS, on August 24, 2021, the Authority approved Resolution 2021-33 Contract Amendment 10 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of \$35,598.24 for a revised maximum payable amount of \$627,016.30; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-71 Approval of Work Authorization Number 10 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter update for the 365 Tollway project financing and Value Engineering Change Proposal (VECP) modeling in the amount of \$96,952.04; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-72 Contract Amendment 11 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 10 in the amount of \$96,952.04 for a revised maximum payable amount of \$723,968.34; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-79 – Approval of Work Authorization Number 11 to the Professional Service Agreement with C&M Associates, Inc. for an updated Traffic and Revenue Bringdown Letter for the 365 Tollway Project that incorporates Toll Collection Fees associated with Video Tolling in the amount of \$18,796.82; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-80 – Contract Amendment 12 to the Professional Services Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 11 in the amount of \$18,796.82 for a revised maximum payable amount of \$742,765.16; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-33 – Consideration and Approval of Work Authorization Number 12 to the Professional Service Agreement with C&M Associates, Inc. for traffic modeling support of the International Bridge Trade Corridor MEGA Grant Application in the amount of \$31,571.04; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-34 – Consideration and Approval of Contract Amendment 13 to the Professional Services Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 12 in the amount of \$40,220.04 for a revised maximum payable amount of \$782,985.20; and

WHEREAS, on December 13, 2022 the Authority approved Resolution 2022-64 - Consideration and Approval of Contract Amendment 14 to the Professional Services Agreement with C&M Associates, Inc. for No Cost Time Extension; and

WHEREAS, on July 25, 2023 the authority approved Resolution 2023-32 - Consideration and Approval of Work Authorization 13 to the Professional Services Agreement with C&M Associates, Inc. to provide updated traffic projections through 2060 for the IBTC Mega Grant Application in the amount of \$69,205.00; and

WHEREAS, the Authority finds is necessary to approve Resolution 2023-34 - Consideration and Approval of Contract Amendment 15 to the Professional Services Agreement with C&M Associates, Inc. to increase maximum payable amount for Work Authorization Number 13 in the amount of \$69,205.00 for a revised maximum payable amount of \$852,190.20.

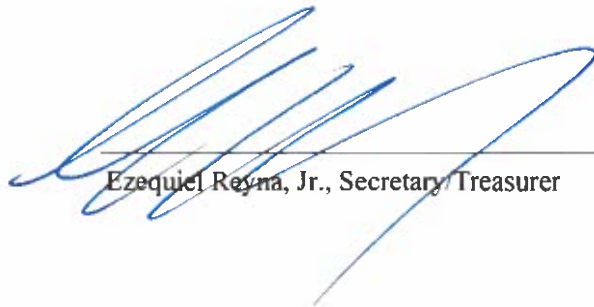
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Contract Amendment Number 15 to the Professional Services Agreement with C&M Associates, Inc., to increase maximum payable amount for Work Authorization Number 13, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 15 to the Professional Services Agreement with C&M Associates as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 22nd day of August 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary Treasurer

Exhibit A

**Contract
Amendment 15
to
Professional Service Agreement
with
C&M
Associates, Inc.
for
Traffic
Engineering
Services for the
IBTC Project**

SUPPLEMENTAL AGREEMENT NO. 15

**TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 15 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Attachment A General Provisions, Section 6, Supplemental Agreements of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and C&M Associates, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2024.

Article III Compensation

Article III Compensation shall be amended to increase the maximum amount payable under this contract from \$782,985.20 to \$852,190.20 for a total increase of \$69,205.00 due to additional scope and effort outlined in Work Authorization No. 13 for updated traffic projections through 2060 for the International Bridge Trade Corridor MEGA Grant Application.

This Supplemental Agreement No. 15 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

THE ENGINEER

THE AUTHORITY

(Signature)
Carlos M. Contreras

(Printed Name)
President

(Title)

(Date)

(Signature)
Pilar Rodriguez

(Printed Name)
Executive Director

(Title)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-35

RESOLUTION 2023-35 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION 3 SUPPLEMENTAL NUMBER 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING FOR GENERAL ENGINEERING CONSULTING SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 26th day of September 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to work authorization number 4 to \$85,846.48 with HDR Engineering, Inc.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of \$289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project; and

WHEREAS, on June 27, 2023 the Authority approved Resolution 2023-27 approving of Work Authorization Number 9 to the Professional Service Agreement with HDR Engineering in the amount of 1,427,870.83 for the next phase of TSI coordination and implementation for the 365 Tollway; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-35 approving of Work Authorization Number 3 Supplemental Number 4 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority.


NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves of Work Authorization Number 3 Supplemental Number 4 to the Professional Service Agreement with HDR Engineering for a no-cost time extension, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 3 Supplemental 4 to the Professional Services Agreement with HDR.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 26th day of September 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 3 SUPPLEMENTAL
NUMBER 4
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO WORK AUTHORIZATION NO. 3
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

The following terms and conditions of Work Authorization No. 3 are hereby amended as follows:

PART IV. This Supplemental Agreement shall become effective on the date of final acceptance of the parties hereto and shall terminate on June 30, 2024, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 3 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)

(Printed Name)

(Title)

(Date)

**HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2023- 36**

**APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF
PHARR AND HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FOR ADMINISTRATIVE AND STAFFING SERVICES**

THIS RESOLUTION is adopted this 26th day of September, 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, Section 370.033 of the Texas Transportation Code provides that a regional mobility authority may enter into contracts or agreements with another governmental entity;

WHEREAS, the Authority requires administrative support and staffing to undertake its duties and responsibilities;

WHEREAS, the Authority entered into an Interlocal Agreement with the City of Pharr for administrative services, effective on June 20, 2012 and amended and restated on April 4, 2014; and, again amended and restated on July 28,2015, and September 28, 2021; and

WHEREAS, the Board now finds it to be in the best interest of the Authority to provide critical clarifications to the Agreement with regard to administrative support and staffing;


NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

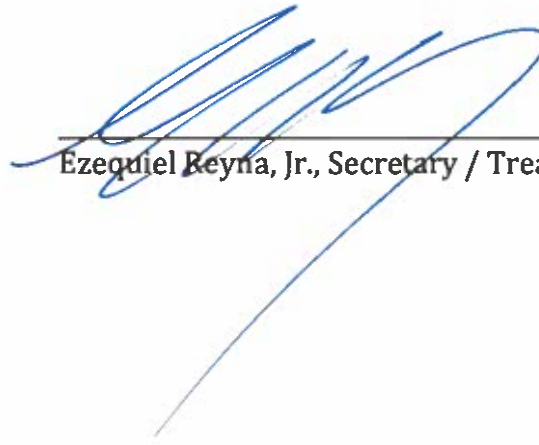
Section 2. The Board hereby authorizes the Chairman to execute the Interlocal Agreement with the City of Pharr, attached hereto in substantially final form as Exhibit A.

* * *

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 26th day of September, 2023 at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary / Treasurer

Exhibit A

INTERLOCAL AGREEMENT FOR
ADMINISTRATIVE AND STAFFING SERVICES

- III. Duties of the HCRMA
- IV. Default
- V. Term and Termination
- VI. Miscellaneous

All of the recitals and above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

* * *

IN WITNESS HEREOF, the City of Pharr and the Hidalgo County Regional Mobility Authority have made and executed this Agreement in multiple copies, each of which is an original.

CITY OF PHARR

Ambrosio "Amos" Hernandez, Mayor

Date: _____

Attest:

Hilda Pedraza, City Clerk

Approved as to form:

City Attorney

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

S. David Deanda, Jr., Chairman

Date: _____

Attest:

Ezequiel Reyna, Jr., Secretary/Treasurer

Approved as to form:

Blakely L. Fernandez, Board Attorney - HCRMA

I. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below.

“**Administrative Services**” means services that support the HCRMA and allow for the completion of its duties as defined in Chapter 370 of the Texas Transportation Code, to wit: management, financial management, personnel, human resources, purchasing and procurement services, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties in writing from time to time. The Administrative Services provided by the CITY to the HCRMA shall be identified in Schedule A, attached hereto and incorporated herein, as may be amended from time to time by the parties.

“**Agreement**” means this Interlocal Agreement by and between the CITY and the HCRMA.

“**CITY**” means the City of Pharr, a home rule municipality.

“**Eligible Employee**” means employees eligible for certain retirement benefits described in Section II.B.1.e.(i)-(ii).

“**Governing Board**” means the City Commission of the City of Pharr.

“**HCRMA**” means the Hidalgo County Regional Mobility Authority, a political subdivision operating under Chapter 370, Texas Transportation Code.

“**Staffing Services**” means the provision of CITY staff to serve the HCRMA in the capacity of an Executive Director and any other related support staff as required by the HCRMA’s Executive Director.

II. DUTIES OF THE CITY

A. Administrative Services.

1. During the term and as part of the normal course of business of the CITY, the CITY shall provide certain Administrative Services to the HCRMA. The services shall include purchasing and procurement services, financial management, information technology services and network systems maintenance, facilities services, and other administrative services agreed to by the parties from time to time. Services described herein shall be provided at the written request of the HCRMA.

2. The CITY and the HCRMA will mutually agree to the standard of each administrative service to be provided at the time of request. Expenses incurred by the CITY in providing such administrative services shall be compensated in accordance with Section III of this

Agreement.

B. Staff and Management Services.

1. **CITY Employees.** The CITY shall provide the HCRMA with CITY Staffing Services to meet the HCRMA's staffing requirements, as requested by the HCRMA from time to time.

a. CITY will provide an employee, approved by the Board of Directors of the HCRMA, to serve as the Executive Director of the Authority.

b. Executive Director shall receive the same benefits and services as similarly-classified CITY employees, including health, life, dental, long term disability, retirement, wellness program, unemployment compensation benefits, and leave accruals and unless otherwise stated herein shall be subject to all rules and requirements of CITY employees.

c. Executive Director shall be a senior administrator at the CITY, reporting directly to the CITY Manager and the Board of Directors of the HCRMA.

d. CITY shall not change or replace Executive Director without written consent from the HCRMA Board Chairman.

e. Upon request by the Executive Director and approval of the HCRMA Board, the CITY shall provide additional administrative and management staff to the HCRMA under the terms and conditions of this Agreement. Executive Director shall approve any additional administrative or management staff provided by the CITY to the HCRMA as Staffing Services.

i. Any administrative or management staff provided by the CITY to the HCRMA shall receive the same benefits and services as similarly-classified CITY employees, including health, life, dental, long term disability, retirement, wellness program, unemployment compensation benefits, and leave accruals and unless otherwise stated herein shall be subject to all rules and requirements of CITY employees.

ii. For clarification, benefits referenced in subsection (i) above include retirement health coverage contribution eligibility for administrative and management staff who have a start date with the HCRMA prior to January 1, 2021 and have not less than twenty (20) years of participation in the Texas Municipal Retirement System (the "**Eligible Employees**").

1. The Eligible Employees shall be eligible upon retirement to receive continued health coverage at the expense of the HCRMA regardless of age upon retirement. When a retiree reaches the age of 65, the HCRMA will no longer pay for the retiree's health insurance but will pay for the cost of the retiree's Medicare coverage.

2. Any Eligible Employee shall comply with the procedural requirements as may be applicable, and shall further execute any necessary authorizations allowing the HCRMA and/or the City to withdraw any payments owed on monthly premiums. Any Eligible Employee shall be subject to forfeiture or cancellation of continued coverage, at the expense of the municipality, upon becoming delinquent for monthly premiums. Should such cancellation or termination occur, the person will not be eligible for continued coverage. (See Chapter 38, Section 3 of Pharr Personnel Policy Manual – Retirement.)

3. If a retired Eligible Employee elects to voluntarily discontinue, cancel, or terminate coverage, the retired person is no longer eligible for coverage. Dependents are not eligible for health benefit coverage once the Eligible Employee is separated from the City.

4. Except as stated herein, all other provisions of Chapter 38, Section 3 of the Pharr Personnel Policy Manual apply.

f. The initial staff provided to the HCRMA shall include those persons currently serving the HCRMA in a full time capacity. Additional staff members for the HCRMA shall be hired as CITY employees pursuant to CITY policy and practices. The Executive Director, or his designee, shall be responsible for the solicitation, interviewing, and selection of any additional staff members.

2. **Executive Director.** In addition to any employment requirements maintained by the CITY and outlined in Chapter 171, Texas Local Government Code, any Executive Director for the HCRMA must comply with and be qualified under the requirements of Section 370.252, Texas Transportation Code and Title 43 of the Texas Administrative Code, unless an exception is granted by the Commission, to wit:

i. The Executive Director may not accept or solicit any gift, favor, or service that might reasonably influence him in the discharge of an official duty or that he knows is being offered with the intent to influence his official conduct.

ii. The Executive Director may not accept other employment or engage in a business or professional activity that he might reasonably expect would require or induce him to disclose confidential information acquired by reason of his position as Executive Director.

iii. The Executive Director may not accept other employment or compensation that could reasonably be expected to impair his independence or judgment in the performance of his official duties.

iv. The Executive Director may not make personal investments, including investments of his spouse, which could reasonably be expected to create a substantial conflict between his private interests and the interests of the HCRMA.

v. The Executive Director may not intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised his official duties in favor of another.

vi. The Executive Director may not have a personal interest in an agreement executed by the HCRMA.

vii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is employed or participates in the management of a business entity or other organization, other than a political subdivision, that is regulated by or received funds directly from the HCRMA, the Texas Department of Transportation, or the County.

viii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse directly or indirectly owns or controls more than ten percent (10%) interest in a business or other organization that is regulated by or receive funds from the HCRMA, the Texas Department of Transportation, or the County.

ix. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse uses or receives a substantial amount of tangible goods, services, or funds from the HCRMA, the Texas Department of Transportation, or the County.

x. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is required to register as a lobbyist under Chapter 305, Government Code, because of the person's activities for compensation on behalf of a profession related to the operation of the HCRMA, the Texas Department of Transportation, or the County.

xi. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse is an officer, employee, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation, or if the person's spouse is an officer, manager, or paid consultant of a Texas trade association in the field of road construction or maintenance, public transportation, or aviation.

xii. A person is not eligible to serve as the Executive Director of the HCRMA if he or his spouse has received funds from the Texas Department of Transportation for acquisition of highway right-of-way unless the acquisition was for a project of the HCRMA and properly disclosed as such.

3. Work on behalf of the CITY or other Political Subdivisions.

i. To the extent permitted by State law and, if necessary, authorized by the Commission, with the consent of the Board of Directors of the HCRMA, the Executive Director may perform certain acts on behalf of the CITY or another political subdivision that benefit the County or the region.

ii. CITY does hereby release, indemnify, and promise to defend and

save harmless the HCRMA, its officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the HCRMA, its officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Executive Director or other CITY staff member's performance of service to, for, or on behalf of the CITY.

C. Audit. The CITY will allow the HCRMA access to any and all electronic files, books, documents, papers and records for the purpose of making an audit of the services provided to the HCRMA by the CITY.

D. Public Information Requests. At the request of the HCRMA, the CITY will process requests for information deemed public under the Texas Public Information Act (Chapter 552, Texas Government Code) related to the services defined in this Agreement in accordance to applicable laws and CITY and HCRMA policies.

III. DUTIES OF THE HCRMA

A. Reimbursement for Administrative Services. The HCRMA will reimburse the CITY for Administrative Services based on costs provided in Schedule A. Administrative Services provided to the HCRMA but not listed on Schedule A shall be reimbursed based on actual cost plus a five percent (5%) administrative fee. Actual cost shall include out-of-pocket expenses (as in the purchase of software) undertaken by the CITY and/or hourly costs of CITY employees to accomplish the Administrative Services. CITY employees shall bill their time to the HCRMA in quarter of an hour increments.

B. Reimbursement for Staffing Services. HCRMA shall assume all costs and expenses for the dedicated Executive Director and any other staff assigned to the HCRMA, including costs of fringe benefits and professional obligations, and shall pay the CITY an administrative fee of \$75.00 per employee per pay period (the "Staffing Fee").

C. Timely Payment.

1. **Administrative Services.** The HCRMA shall reimburse the CITY on a monthly basis for administrative services performed during the Term of this Agreement. The CITY will invoice the HCRMA following the end of each month for administrative services performed during that prior month. Payments will be made in full by the HCRMA within thirty (30) days after receipt of the invoice. Any questions or disputes about amounts invoiced will be submitted to the CITY by the HCRMA within fifteen (15) days of the HCRMA's receipt of such invoice. The HCRMA agrees to timely pay amounts not in dispute. The parties agree to use best efforts to resolve amounts in dispute within fifteen (15) days of notice of such dispute.

2. **Staffing Services.** The HCRMA shall reimburse the CITY on a monthly basis for staffing services performed during the term of this Agreement. The CITY will invoice the HCRMA following the end of each month for Staffing Services, including the Staffing Fee.

Payments will be made in full by the HCRMA within thirty (30) days after receipt of the invoice. The CITY shall provide a complete accounting of current costs, including benefit details and administrative fees, to the HCRMA. Any increases in such costs shall be subject to approval by the HCRMA Executive Director and may be subject to approval by the HCRMA Board of Directors.

D. Executive Director and other CITY Staff dedicated to the HCRMA.

1. The Board of Directors of the HCRMA shall approve the CITY employee designated as Executive Director and shall, in conjunction with the CITY Manager, supervise the Executive Director in the performance of the administrative tasks of the HCRMA.

2. The Board of Directors of the HCRMA shall provide an annual performance evaluation of the Executive Director. A copy of this evaluation shall be provided to the CITY.

3. The Executive Director shall select and/or approve any staff members provided by the CITY. Such staff members designated as HCRMA staff shall report directly to the Executive Director and the Executive Director shall supervise and perform annual evaluations on all such staff. If the City requires annual evaluations of City employees, the Executive Director will provide copies of such evaluations to the City's human resources department.

4. The HCRMA shall compensate CITY for all costs related to Executive Director and any other staff assigned to the HCRMA as described herein.

5. HCRMA shall directly reimburse Executive Director and any other staff assigned to the HCRMA for any expenses incurred in pursuit of official HCRMA business, including any licensing or training requirements, mileage and other business expenses. Any expenses incurred by Executive Director or other staff assigned to the HCRMA in pursuit of CITY business will be reimbursed by CITY.

6. HCRMA does hereby release, indemnify, and promise to defend and save harmless the CITY, its elected officials, officers, employees, and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the CITY, its elected officials, officers, employees, and agents in defense thereof, asserting or arising directly or indirectly on account of or out of Executive Director or other CITY staff's performance of service to the HCRMA pursuant to this Agreement.

IV. DEFAULT

A. HCRMA Default. The HCRMA is in default of this Agreement if it fails to timely reimburse the CITY for administrative services provided or prompt pre-payment of personnel services as described herein.

1. The decision to exercise rights granted by this subsection shall be made by

the Governing Board of the CITY.

2. If payment has not been received by the CITY forty five (45) days after the date the HCRMA received the invoice, the CITY shall deliver written notice of such breach to the HCRMA. If the HCRMA does not cure that breach within forty five (45) days of receiving the written notice of breach, the HCRMA is in default and the Governing Board shall deliver a written notice of default to the HCRMA that specifies the following:

- a. The nature of the default,
- b. The date of the notice of breach,
- c. The failure of the HCRMA to cure timely, and
- d. The administrative services to the HCRMA are terminated on the effective date stated in the notice if the termination is approved by the Governing Board.

3. Upon default by the HCRMA, the CITY has the right, but is not obligated, to terminate this Agreement and deny any further services to the HCRMA.

4. The HCRMA is not in default for non-payment of amounts in dispute. If a dispute over an invoiced amount is not resolved by the parties as described in Section III.B above, the parties agree to jointly select an independent mediator to resolve the payment in question. The parties agree to abide by the decision of the independent mediator. If the mediator determines a payment is due, such payment must be made within thirty (30) days of such decision.

B. CITY Default. The CITY is in default of this Agreement if it fails to perform the services requested by the HCRMA or meet the service standards agreed to by the parties.

1. The HCRMA shall give the CITY prompt notice of any deficiency in service. If the CITY fails to cure the deficiency within a reasonable time, the HCRMA may cancel its request and seek services from another provider.

2. The HCRMA shall not owe the CITY any reimbursement for services not provided.

3. If the CITY fails to perform administrative services or fails to perform to the standards agreed to by the parties, the HCRMA may terminate this Agreement.

V. TERM AND TERMINATION

A. This Agreement commences on the date of execution of final signature, and shall remain in effect until terminated by the Parties.

B. This Agreement may be terminated upon thirty (30) calendar days' written notice to the other party.

C. In the event of termination of this Agreement, the parties agree to utilize best efforts to reduce or eliminate the impact on the CITY employees dedicated to the HCRMA, including assisting with the transition of benefits.

VI. MISCELLANEOUS

A. Other Services. Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either party to undertake or not to undertake any other service, or to provide any service, except as contemplated by this Agreement or in a separate written instrument executed by both parties. Nothing in this Agreement shall compromise the independent authority of the HCRMA.

B. Governmental Immunity. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claims on behalf of any third party. Neither of the parties waives, modifies or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

C. Force Majeure. Force majeure includes, but is not limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, acts of terrorism, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, and any other inability of either party to carry out its obligations under this Agreement and not within the control of the party claiming such inability, and which by the exercise of due diligence and care such party could not have avoided.

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that, upon such party's giving notice and full particulars of such force majeure in writing to the other party within five (5) business days after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.

D. Entire Agreement. This Agreement, merges the prior agreements, negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (expressed or implied) or other terms, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

E. Applicable Laws. This Agreement is subject to all laws of the State of Texas, the CITY Charter and Ordinances of the CITY, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having relevant jurisdiction, including the Texas Department of Transportation. Venue for any litigation relating

to this Agreement shall be Hidalgo County, Texas. Any dispute between **CITY** and **HCRMA** regarding this Agreement will be governed by Texas Government Code, Chapter 2009, *Alternative Dispute Resolution for Use by Governmental Bodies*, and any applicable Model Rules promulgated by the Office of the Attorney General, the State of Texas.

F. Assignment. Neither party shall have the right to assign the rights, obligations, responsibilities, or privileges of this Agreement without the written consent of the other.

G. Parties in Interest. This Contract shall not bestow any rights upon any third party, but rather shall bind and benefit the CITY and HCRMA only.

H. Amendments and Modifications. This Agreement may not be amended or modified except in writing and executed by both parties to this Agreement and authorized by their respective governing bodies. Exhibits and schedules to this Agreement may be amended administratively by the City Manager of the CITY and the Executive Director of the HCRMA.

I. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision(s), and the rights and obligations of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed validated and enforceable.

J. Notice. Notices required under this Agreement may be delivered by United States Postal Service regular surface mail, certified mail, registered mail, overnight delivery, or hand delivery. Notices should be addressed as follows:

CITY: City of Pharr
Pharr City Hall
118 South Cage
Pharr, TX 78577
Attn: City Manager

With a copy to:
City Attorney at the same location

HCRMA: Hidalgo County Regional Mobility Authority
203 W. Newcombe Ave
Pharr, TX 78577

With a copy to:
Blakely Fernandez

Bracewell LLP
300 Convent St., Ste. 2700
San Antonio, TX 78205

K. Execution in Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

* * *

SCHEDULE A
updated as of September 26, 2023

Administrative Fees and Services Requested by the HCRMA and Approved by the City

\$180.00	Monthly/Internet/Phone Connection
\$20.00	Monthly/ Each Extension
\$5.00	Monthly/ Fax line
\$30.00	Monthly/ Each Email Account (with Outlook Sync/SPAM Protection/Email Anti-virus)
\$75.00	Monthly/ Conference Bridge Access
\$75.00	Monthly/ Video Conference System Access
\$150.00	Monthly /200 GB Network storage / \$75.00 each additional 100 GB of storage (backup included – weekly)
\$100.00	Monthly/ General IT Service Support/Server Management
\$20.00	Monthly/ hosting of RMA website (4GB Max) _ Requires utilization of city web contractors for security purposes.
\$400.00	Monthly/ Video Production & Archive of Meetings
\$300.00	Monthly/ Software Program Administrator for Microsoft Office, Adobe, etc.
TBD	Monthly/TMRS-2024 Transfer Updated Service Credit
Varies*	Monthly/Vehicle Rental

*Fee varies depending on vehicle type (passenger vehicle or light truck) and city’s lease agreement terms with vendor.

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD

RESOLUTION No. 2023-37

APPROVAL OF WORK AUTHORIZATION NUMBER 14 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. TO PROVIDE AN UPDATE TRAFFIC AND REVENUE BRINGDOWN LETTER FOR VOLUMETRIC TOLLING FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 26th day of September 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority approved Resolution 2017-59 - Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of \$18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 - Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 - Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 - Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 - Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of \$35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project - Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of \$49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by \$ 18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of \$167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of \$17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by \$17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of \$184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of \$15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of \$15,896.71 for a revised maximum payable amount of \$200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of \$390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of \$390,634.80 for a revised maximum payable amount of \$591,418.06; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter for the 365 Tollway project financing in the amount of \$35,598.24; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-33 Contract Amendment 10 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of \$35,598.24 for a revised maximum payable amount of \$627,016.30; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-71 Approval of Work Authorization Number 10 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter update for the 365 Tollway project financing and Value Engineering Change Proposal (VECP) modeling in the amount of \$96,952.04; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-72 Contract Amendment 11 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 10 in the amount of \$96,952.04 for a revised maximum payable amount of \$723,968.34; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-79 - Approval of Work Authorization Number 11 to the Professional Service Agreement with C&M Associates, Inc. for an updated Traffic and Revenue Bringdown Letter for the 365 Tollway Project that incorporates Toll Collection Fees associated with Video Tolling in the amount of \$18,796.82; and

WEREAS, on December 20, 2021 the Authority approved Resolution 2021-80 – Approval of Contract Amendment Number 12 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 11 in the amount of \$18,796.82 for a revised maximum payable amount of \$742,765.16; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-33 - Consideration and Approval of Work Authorization Number 12 to the Professional Service Agreement with C&M Associates, Inc. for traffic modeling support of the International Bridge Trade Corridor MEGA Grant Application in the amount of \$40,220.04; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-34 – Consideration and Approval of Contract Amendment Number 13 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 12 in the amount of \$40,220.04 for a revised maximum payable amount of \$782,985.20; and

WHEREAS, on December 13, 2022 the Authority approved Resolution 2022-64 – Approval of Contract Amendment Number 14 to the Professional Service Agreement with C&M Associates, Inc. for a no cost time extension until December 31, 2023. The maximum payable amount remains at \$782,985.20; and

WHEREAS, on July 25, 2023 the Authority approved Resolution 2023-32 – Consideration and Approval of Work Authorization Number 13 to the Professional Service Agreement with C&M Associates, Inc. to provide updated traffic projections through 2060 for the IBTC Mega Grant Application in the amount of \$69,205.00; and

WHEREAS, on August 22, 2023 the Authority approved Resolution 2023-34 – Consideration and Approval of Contract Amendment Number 15 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 13 in the amount of \$69,205.00 for a revised maximum payable amount of \$852,190.20; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-37 – Consideration and Approval of Work Authorization Number 14 to the Professional Service Agreement with C&M Associates, Inc. to provide an update traffic and revenue bringdown letter for volumetric tolling for the 365 Tollway Project in the amount of \$74,268.00;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as fully restated.

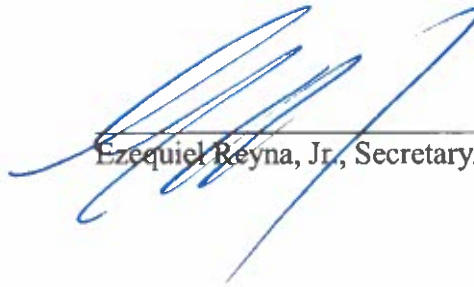
Section 2. The Board hereby approves Work Authorization Number 14 to the Professional Services Agreement with C&M Associates, Inc., in the amount of \$74,268.00 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 14 to the Professional Services Agreement with C&M Associates as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 26th day of September 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT "A"

Work Authorization Number 14

To

Professional Service Agreement C&M Associates, Inc.

For

Update Traffic and Revenue Bringdown Letter Utilizing Volumetric Tolling

For

365 Tollway Project

WORK AUTHORIZATION NO. 14
AGREEMENT FOR ENGINEERING SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and C&M Associates, Inc. (the Engineer).

PART I. The Engineer will perform Engineering/Design services generally described as in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the Authority and the Engineer as well as the work schedule are further detailed in Exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$74,268.00 and the method of payment is Lump Sum as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Agreement and the Engineer’s estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Articles III thru V of the Agreement, and Attachment A, Section 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2023, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under “Article V of that certain Professional Services Agreement for HCRMA Systemwide Traffic and Revenue Services for HCRMA Systemwide Projects including the 0010 IBTC and 0030 365 TOLL.”

IN WITNESS WHEREOF, this Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

THE AUTHORITY

(Signature)
Carlos M. Contreras

(Printed Name)
President

(Title)

(Date)

(Signature)
Pilar Rodriguez

(Printed Name)
Executive Director

(Title)

(Date)

LIST OF EXHIBITS

- | | |
|-------------|--|
| Exhibit A | Services to be provided by the Authority |
| Exhibit B | Services to be provided by the Engineer |
| Exhibit C | Work Schedule |
| Exhibit D | Fee Schedule/Budget |
| Exhibit H-2 | Subprovider Monitoring System Commitment Agreement |

EXHIBIT A
SERVICES TO BE PROVIDED BY THE
AUTHORITY

The AUTHORITY will provide the following general items.

1. Authorization to begin work.
2. Timely payment for work performed by the Engineer and accepted by the AUTHORITY on a monthly basis.
3. Assistance to the Engineer, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the Engineer cannot easily obtain.
4. Provide any available relevant data the AUTHORITY may have on file concerning the project.
5. Review and approve the Engineer's progress schedule with milestone activities and/or deliverables identified.

*Work Authorization No. 14 to
HCRMA Systemwide Traffic and Revenue Services Agreement for C&M Associates, Inc. for
HCRMA 0000 Systemwide Projects including the 0010 IBTC and 0030 365 TOLL*

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

Introduction

C&M completed an Investment Grade Traffic and Revenue (T&R) Study of 365 TOLL (the Project) in January 2021, followed by a Bring Down Letter update of the 2021 T&R study in January 2022. The T&R Study included an assessment of then-current and forecasted traffic trends, socioeconomic trends, and other key factors influencing the outlook of the Project's T&R. This effort included an independent socioeconomic review as well as a comprehensive traffic count collection, an origin–destination (OD) survey, and a stated preference (SP) analysis.

One important part of the T&R forecasts that C&M provided to the Hidalgo County Regional Mobility Authority (HCRMA) is to estimate the future distribution of the vehicle classes that will use the proposed 365 TOLL facility. Vehicle classes for toll roads will vary based on the specific conditions of the traffic demand of the study area and the project corridor. Once the future demand and distribution of the vehicle classes are projected for the proposed toll road, the operator of the toll road will decide how each vehicle class will be priced. There two common transaction pricing schemes in the industry:

1. By axle count
2. By vehicle shape and size

Tolling by the number of axles is the most common method of determining toll charges across the United States and in Texas. The method involves counting the number of axles of each vehicle, determining the toll rate based on two-axle vehicles, and charging additional tolls for each additional axle.

However, some toll facilities in Texas (e.g., the LBJ TEXpress Lanes) and elsewhere in the United States (e.g., I-66 Express Lanes outside the Capital Beltway) vary toll rates by the shape and size of the vehicle, not the number of axles. One benefit of tolling vehicles by their dimensions is, for example, to be able to group vehicle classes on a more rational basis than by number of axles. One obvious example is large recreational vehicles, which are much bigger and heavier than regular passenger vehicles but are still paying the same price as passenger vehicles under an axle-based tolling regime. Another example is four- and five-axle trailer trucks, which are actually very similar in size but would pay different toll rates under an axle-based toll regime.

The 365 TOLL revenue that C&M provided to the HCRMA in the previous T&R studies is based on a toll operation that groups vehicle classes by number of axles. The HCRMA, with its toll operation consultant, is considering changing the toll collection system for different vehicle classes, primarily in consideration of possible construction and maintenance cost reductions.

C&M is confident in its ability to support the HCRMA in this step and will provide the HCRMA with a 365 TOLL revenue forecast by estimating the impact of the change from axle-based to vehicle-dimension-based tolling. The following scope of work outlines C&M's proposed efforts to successfully develop the Project's T&R forecast under the newly proposed toll operation. C&M will provide a Bring Down letter summarizing the study's methodology, assumptions, results, and conclusions.

Task 1: Project Management and QA/QC

This task will start with the Notice to Proceed (NTP) from HCRMA. C&M will conduct a kick-off meeting with HCRMA's Project Manager and HDR (HCRMA's General Engineering Consultant) staff, during which relevant issues and the work plan for the study will be reviewed and established.

C&M will conduct internal project meetings as needed. C&M's Project Manager will ensure that any unexpected issues or changes to the scope are properly coordinated with HCRMA's Project Manager.

Likewise, C&M's Project Manager will arrange periodic progress meetings by teleconference with HCRMA and will be responsible for guaranteeing that quality control procedures are implemented throughout the course of the study.

Task 2: Existing Information

C&M will review the latest information available, including historical traffic counts and available reports within the Project study area. Building upon C&M's previous investment grade study that considered the Project, C&M will incorporate new data including but not limited to traffic counts from permanent TxDOT count stations, border crossings at international bridges (movements of vehicles and trade), and existing traffic information along the U.S./Mexico border.

Based on the obtained traffic count data for vehicle classes by number of axles and shape (radar count locations), C&M will update its previous assumptions of the vehicle class distribution for the Project.

Based on preliminary review of the published data by TxDOT, C&M found that there is no radar count location in Hidalgo County that would give information on vehicle shapes (length) that circulate on Hidalgo County's roadways. All existing traffic count locations are based on axle count vehicle classifications. Therefore, C&M recommends doing additional field data collection to determine the dimensions of the vehicles that circulate on the Project-related roadways.

Task 3: Field Work Data Collection

C&M recommends obtaining traffic field count data to support assumptions in terms of the distribution of vehicle classes by vehicle dimensions. C&M is proposing to count three locations to estimate the vehicle class composition for external (mainly vehicles crossing from and to Mexico) and internal vehicle movements (mainly within Hidalgo County). The 365 TOLL road is mainly serving these two markets—the international trade with Mexico and the internal traffic commuting from east to west through Hidalgo County. Possible count locations are presented in Figure 1.

C&M could not find a provider that is able to give classifications by vehicle dimensions. However, C&M will obtain classification counts by vehicle length and then estimate the dimensions of the vehicles based on standard industry practices (FWA guidance).

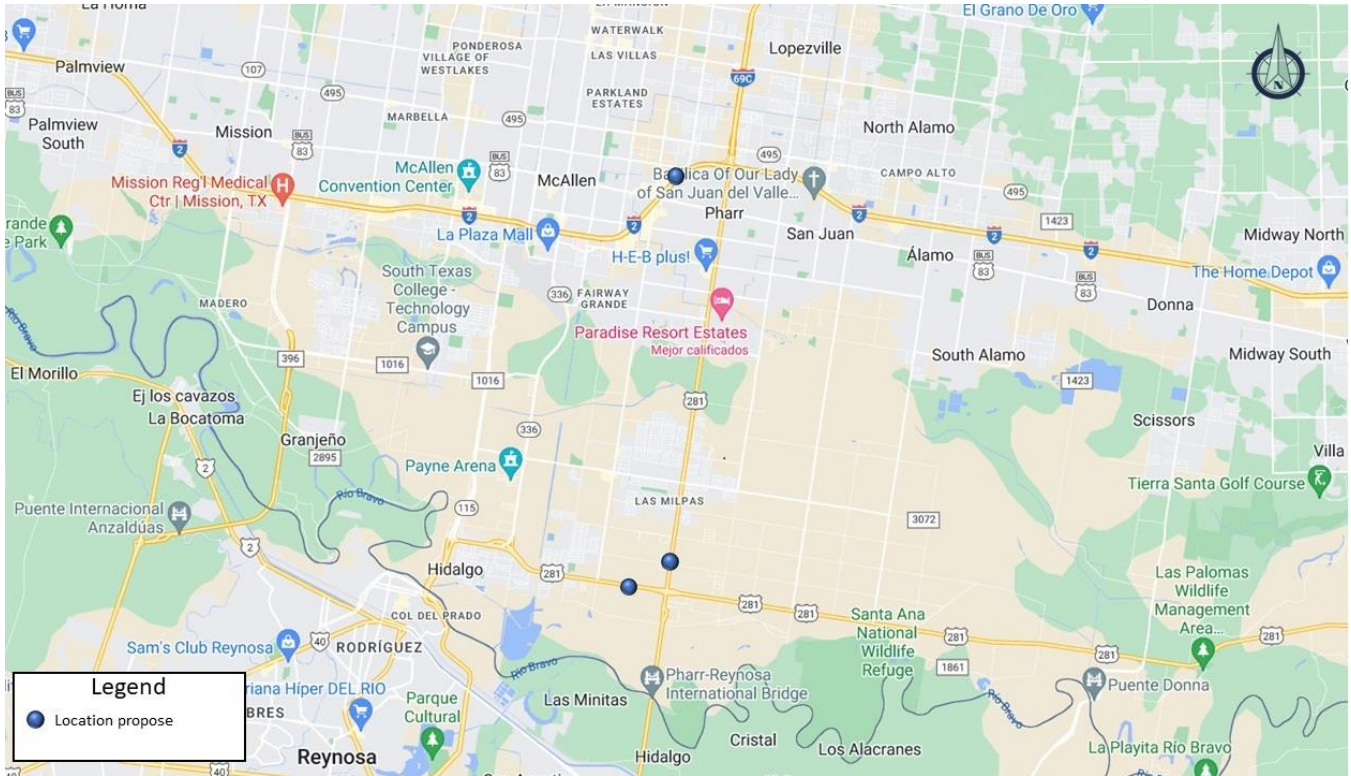


Figure 1. Proposed Count Locations – Data Collection Effort

C&M can have the traffic count data company in the field as early as Labor Day week (September 4, 2023) to obtain traffic data in the listed locations, which will kick-off the analysis.

Task 4: Data Analysis

C&M will update, review, consolidate, and analyze the obtained traffic data and will develop a set of estimates for all the trip purposes and vehicle classes within the travel demand modeling procedures to adapt them to the new proposed toll operation.

C&M will have to restructure its post-modeling processes to account for the newly proposed vehicle class configurations. C&M will account for any toll elasticity that would be generated by higher or lower toll rates that would apply for the various trip purposes and vehicle classes that might pay different toll rates after being considered by dimension. However, C&M will not re-run any travel demand model (TDM) scenarios, as C&M is confident that toll elasticities and vehicle class distributions can be adjusted in the post-processing of the previously elaborated TDM results.

Task 5: Traffic and Revenue Forecast

Based on the opening year and future year model years of the existing TDM results, C&M will use its calibrated Hidalgo County TDM to develop traffic volume projections for the proposed adjustments to the vehicle class tolling operation by vehicle dimension using 365 TOLL. C&M will estimate annual average daily traffic (AADT) by several vehicle classes (up to seven) for up to three model years to then interpolate and extrapolate the AADTs for the forecast period from the opening year to 2060.

Seasonal variation factors for traffic will be based on information obtained in the previous T&R studies. These factors will be used to convert the model’s daily traffic into AADT values for each vehicle class. C&M will investigate optimizing the vehicle classifications (maximum of seven) to obtain the most advantage in terms of tolling operation and revenue collection for the HCRMA.

Task 6: Bring Down Letter Production

C&M deliverables will be electronically submitted to the HCRMA. C&M’s Bring Down Letter to support the investment grade T&R study will include, at a minimum, the following:

1. Existing information data review, including historical traffic counts, available reports, and border crossings (vehicles and trade).
2. A summary of field work data collection.
3. Methodology and results of the data analysis of existing information and field work data.
4. Updated T&R forecast estimates.
5. A summary of the results and concluding remarks.

C&M will address any comments from the HCRMA staff regarding the Draft Bring Down Letter and submit a final version reflecting any necessary changes.

Project Budget and Schedule

As summarized in Table 1, C&M proposes a lump sum budget of \$59,918, reflecting the described scope and the Bring Down Letter production, plus direct expenses charged at cost. Direct expenses are not to exceed \$14,350.

Table 1. Proposed Budget

Task Description		Budget by Task
1	Task 1: Project Management and QA/QC	\$5,761
2	Task 2: Existing Information	\$7,769
3	Task 3: Field Work Collection	\$7,769
4	Task 4: Data analysis	\$15,909
5	Task 5: Traffic and Revenue Forecast	\$11,124
6	Task 6: Bridge Down Letter Production	\$11,585
Sub-Total Labor		\$59,918
Direct Expenses*		
	Traffic Counts (GRAM)	\$14,350
Sub-Total Direct Cost		\$14,350
Total Budget		\$74,268

In accordance with the project scope, the proposed timeline for each task is outlined in Figure 2. The total project duration is 5 weeks, starting with NTP. Please note that Task 3 (Field Work Data Collection) alone has a duration of approximately 3 weeks.

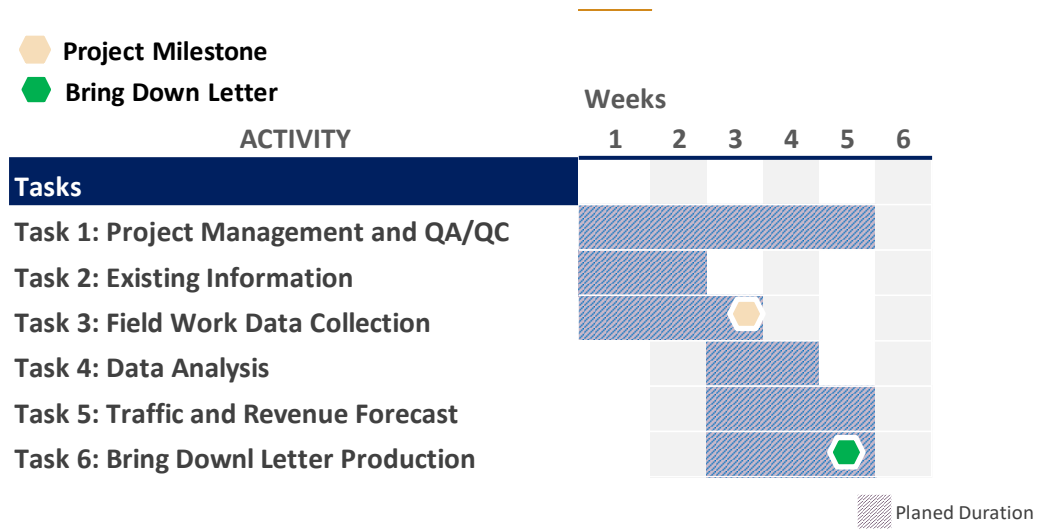


Figure 2. Project Schedule

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD

RESOLUTION No. 2023-38

APPROVAL OF CONTRACT AMENDMENT NUMBER 16 TO THE PROFESSIONAL SERVICE AGREEMENT WITH C&M ASSOCIATES, INC. TO INCREASE THE MAXIMUM PAYABLE AMOUNT FOR WORK AUTHORIZATION NUMBER 14

THIS RESOLUTION is adopted this 26th day of September 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the Authority approved Resolution 2017-59 - Approval of Work Authorization Number 1 to the Professional Services Agreement with C&M Associates, Inc. to provide updated ESALS for the Environmental Clearance Document for the International Bridge Trade Corridor Project. in the amount of \$18,173.08; and

WHEREAS, the Authority approved Resolution 2017-88 - Approval of Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$10,096.16; and

WHEREAS, the Authority approved Resolution 2017-96 - Approval of Supplemental Number 1 to Work Authorization Number 2 with C&M Associates to provide a scenario planning for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-03 - Approval of Supplemental Number 2 to Work Authorization Number 2 the Professional Service Agreement with C&M Associates to provide a Traffic & Revenue analysis of Scenario "G" for the 365 Tollway Project in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-23 - Approval of Work Authorization Number 3 to the Professional Services Agreement with C&M Associates, Inc. to provide International Bridge Trade Corridor Traffic Projections utilizing Texas Department of Transportation Planning and Programming (TxDOT TPP) Procedures in the amount of \$35,019.23; and

WHEREAS, the Authority approved Resolution 2018-64 Approval of Work Authorization Number 4 with C&M Associates, Inc. to provide the 365 Tollway Project - Traffic and Revenue Update (2018) including an update to the Bringdown Letter in the amount of \$49,223.08; and

WHEREAS, the Authority approved Resolution 2018-69 Approval of Work Authorization Number 5 to the Professional Service Agreement with C&M Associates, Inc. for traffic & revenue analysis of scenario "I" for the 365 Tollway Project, in the amount of \$18,375.00; and

WHEREAS, the Authority approved Resolution 2018-70 Approval of Contract Amendment Number 6 to the Professional Service Agreement with C&M Associates to increase the maximum payable amount by \$ 18,375.00 for Work Authorization Number 5 for a revised maximum payable amount of \$167,363.55; and

WHEREAS, the Authority approved Resolution 2019-08 Approval of Work Authorization Number 6 to the Professional Service Agreement with C&M Associates, Inc. for traffic and revenue analysis of scenarios "J" & "K" for the 365 Tollway rescope and rebid, in the amount of \$17,250.00; and

WHEREAS, the Authority approved Resolution 2019-09 Approval of Contract Amendment Number 7 with C&M Associates to increase the maximum payable amount by \$17,250.00 for Work Authorization Number 6 for a revised maximum payable amount of \$184,886.55; and

WHEREAS, the Authority approved Resolution 2019-22 Approval of Work Authorization Number 7 to the Professional Services Agreement with C&M Associates for IBTC Traffic Projection Update using the latest update of the Lower Rio Grande (LRGV) Travel Demand Model (TDM) for 2019 in the amount of \$15,896.71; and

WHEREAS, the Authority approved Resolution 2019-23 Contract Amendment 8 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 7 in the amount of \$15,896.71 for a revised maximum payable amount of \$200,783.26; and

WHEREAS, the Authority approved Resolution 2019-35 Approval of Work Authorization Number 8 to the Professional Services Agreement with C&M Associates for the Investment Grade Traffic and Revenue Study for the 365 Tollway Project in the amount of \$390,634.80; and

WHEREAS, the Authority approved Resolution 2019-36 Contract Amendment 9 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 8 in the amount of \$390,634.80 for a revised maximum payable amount of \$591,418.06; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-32 Approval of Work Authorization Number 9 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter for the 365 Tollway project financing in the amount of \$35,598.24; and

WHEREAS, on August 24, 2021 the Authority approved Resolution 2021-33 Contract Amendment 10 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 9 in the amount of \$35,598.24 for a revised maximum payable amount of \$627,016.30; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-71 Approval of Work Authorization Number 10 to the Professional Service Agreement with C&M Associates, Inc. for a Traffic and Revenue Bring-Down letter update for the 365 Tollway project financing and Value Engineering Change Proposal (VECP) modeling in the amount of \$96,952.04; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-72 Contract Amendment 11 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 10 in the amount of \$96,952.04 for a revised maximum payable amount of \$723,968.34; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-79 - Approval of Work Authorization Number 11 to the Professional Service Agreement with C&M Associates, Inc. for an updated Traffic and Revenue Bringdown Letter for the 365 Tollway Project that incorporates Toll Collection Fees associated with Video Tolling in the amount of \$18,796.82; and

WEREAS, on December 20, 2021 the Authority approved Resolution 2021-80 – Approval of Contract Amendment Number 12 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 11 in the amount of \$18,796.82 for a revised maximum payable amount of \$742,765.16: and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-33 - Consideration and Approval of Work Authorization Number 12 to the Professional Service Agreement with C&M Associates, Inc. for traffic modeling support of the International Bridge Trade Corridor MEGA Grant Application in the amount of \$40,220.04; and

WHEREAS, on April 26, 2022 the Authority approved Resolution 2022-34 – Consideration and Approval of Contract Amendment Number 13 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 12 in the amount of \$40,220.04 for a revised maximum payable amount of \$782,985.20; and

WHEREAS, on December 13, 2022 the Authority approved Resolution 2022-64 – Approval of Contract Amendment Number 14 to the Professional Service Agreement with C&M Associates, Inc. for a no cost time extension until December 31, 2023. The maximum payable amount remains at \$782,985.20; and

WHEREAS, on July 25, 2023 the Authority approved Resolution 2023-32 – Consideration and Approval of Work Authorization Number 13 to the Professional Service Agreement with C&M Associates, Inc. to provide updated traffic projections through 2060 for the IBTC Mega Grant Application in the amount of \$69,205.00; and

WHEREAS, on August 22, 2023 the Authority approved Resolution 2023-34 – Consideration and Approval of Contract Amendment Number 15 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 13 in the amount of \$69,205.00 for a revised maximum payable amount of \$852,190.20; and

WHEREAS, on September 26, 2023 the Authority approved Resolution 2023-37 – Consideration and Approval of Work Authorization Number 14 to the Professional Service Agreement with C&M Associates, Inc. to provide an update traffic and revenue bringdown letter for axel tolling versus volumetric tolling for the 365 Tollway Project in the amount of \$74,268.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-38 – Consideration and Approval of Contract Amendment Number 16 to the Professional Service Agreement with C&M Associates, Inc. to increase the maximum payable amount for Work Authorization Number 14 in the amount of \$74,268.00 for a revised maximum payable amount of \$926,458.20;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as fully restated.

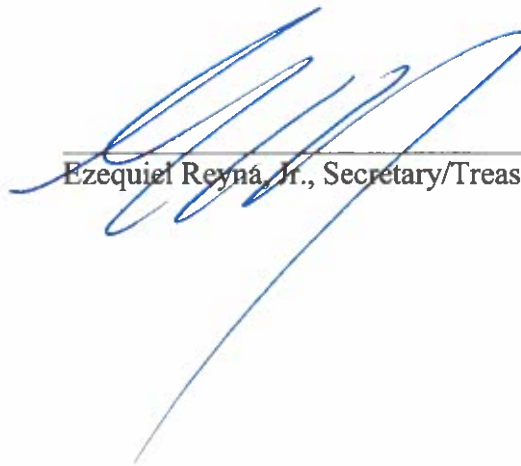
Section 2. The Board hereby approves Contract Amendment Number 16 to the Professional Services Agreement with C&M Associates, Inc., in the amount of \$74,268.00 for a revised contract amount of \$926,458.20 hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 16 to the Professional Services Agreement with C&M Associates as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 26th day of September 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyná, Jr., Secretary/Treasurer

EXHIBIT "A"

Contract Amendment Number 16

To

Professional Service Agreement C&M Associates, Inc.

For

Work Authorization Number 14

SUPPLEMENTAL AGREEMENT NO. 16

**TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 16 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Attachment A General Provisions, Section 6, Supplemental Agreements of that certain Professional Services Agreement for Engineering Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and C&M Associates, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on December 31, 2023.

Article III Compensation

Article III Compensation shall be amended to increase the maximum amount payable under this contract from \$852,190.20 to \$926,458.20 for a total increase of \$74,268.00 due to additional scope and effort outlined in Work Authorization No. 14 for updated bringdown letter for volumetric tolling for the 365 Tollway Project.

This Supplemental Agreement No. 16 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

THE ENGINEER

THE AUTHORITY

(Signature)
Carlos M. Contreras

(Printed Name)
President

(Title)

(Date)

(Signature)
Pilar Rodriguez

(Printed Name)
Executive Director

(Title)

(Date)

Resolution 2023-39

No Action

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION 2023- 39

**APPROVING DESIGNATION OF THE RIO GRANDE VALLEY
METROPOLITAN PLANNING ORGANIZATION MEMBERS FOR
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY**

THIS RESOLUTION is adopted this 24th day of October, 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, in accordance with the Rio Grande Valley Metropolitan Planning Organization Bylaws and Operating Procedures; the Chairman of the Hidalgo County Regional Mobility Authority serves as the defacto official member of the Metropolitan Planning Organization Policy Board; and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization Bylaws and Operating Procedures; further stipulate that one (1) Director of the Hidalgo County Regional Mobility Authority may be appointed to serve as alternate members of the Metropolitan Planning Organization Board of Directors

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital causes are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board of Directors hereby appoints Chairman, S. David Deanda, Jr., as the primary member of the Rio Grande Valley Metropolitan Planning Organization Policy Board.
- Section 3. The Board of Directors hereby appoints Director, Ezequiel Reyna, Jr., as the alternate member of the Rio Grande Valley Metropolitan Planning Organization Policy Board.
- Section 4. The Board of Directors hereby appoints Pilar Rodriguez, Executive Director, and Ramon Navarro IV, Chief Construction Engineer, as designate proxies for the primary and alternate members with all appropriate privileges assigned.

* * *

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 24th day of October 2023, which meeting a quorum was present.

S David Deanda, Jr., Chairman

Ezequiel Reyna, Jr., Secretary/Treasurer

No Action

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023 – 40

AUTHORIZATION TO EXECUTE A LETTER OF ENGAGEMENT
WITH BURTON, McCUMBER & LONGORIA, LLP FOR THE
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY'S 2023
FINANCIAL AND SINGLE AUDIT

THIS RESOLUTION is adopted this 24th day of October, 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is required by Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G, §26.62 to have an annual financial and compliance audit of its books and records to be conducted by an independent certified public accountant in accordance with generally accepted auditing standards; and

WHEREAS, the Authority is required by Section 37(d) of its bylaws to submit an annual audit conducted by an independent certified public accountant in accordance with generally accepted auditing standards to the Hidalgo County and the City of McAllen within one hundred twenty (120) days after the end of the fiscal year; and

WHEREAS, the Authority solicited Requests for Qualifications to Provide Auditing Services to the Authority; and on February 25, 2019, the Authority received three (3) responses to the request for Statement of Qualifications for Auditing Services; and

WHEREAS, on April 23, 2019, the Board of Directors awarded the contract to Burton McCumber Longoria, LLP to provide auditing services for the years ending December 31, 2019, 2020, and 2021 with the option to approve two subsequent years, 2022 and 2023; and

WHEREAS, the Board has determined it is necessary to exercise its option to approve 2023 auditing services to Burton McCumber Longoria, LLP;

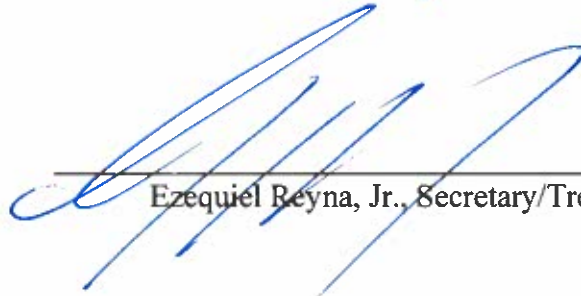
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Burton McCumber Longoria, LLP to perform the Hidalgo County's Regional Mobility Authority's 2023 Financial and Single Audit.
- Section 3. The Board authorizes the Executive Director to negotiate fees and execute a Letter of Engagement with Burton McCumber Longoria, LLP for the 2023 Financial and Single Audit.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of October, 2023, at which meeting a quorum was present.



S. David Deanda Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2023 – 41

**APPROVAL OF A ONE-YEAR EXTENSION TO THE
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FOR THE DESIGN, ACQUISITION OF RIGHT-OF-WAY,
AND CONSTRUCTION OF DRAINAGE OUTFALLS FOR
THE 365 TOLLWAY AND INTERNATIONAL BRIDGE
TRADE CORRIDOR PROJECTS**

THIS RESOLUTION is adopted this 24th day of October, 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, Section 370.261 of the Act requires that the Authority, every even numbered year, develop a five year strategic plan;

WHEREAS, on March 28, 2012 the Authority approved the 2012-2017 Strategic Plan - Project Manager Strategy No. 8, which included State Highway 365 (SH 365), International Bridge Trade Corridor (IBTC) and State Highway 68 (formerly Segment D); and

WHEREAS, on December 10, 2013, the Authority closed on the Vehicle Registration Fee Revenue and Refunding Bond Series 2013 and has programmed the funds for the advance project development of the SH 365 and IBTC Projects; and

WHEREAS, the Hidalgo County Drainage District Number 1 (HCDD1) recognizes the importance of mobility to the region’s economic vitality through the efficient movement of goods, services and people and HCDD1 has offered to help accelerate advance project development on the SH 365 and the IBTC Projects; and

WHEREAS, HCDD1 has the necessary capacity and expertise to further advance project development for the SH 365 and IBTC Projects, which include drainage studies, parcel surveys, drainage outfall design, plans, specifications and estimates and right of way acquisition for the project, as well as, bidding, construction and inspection of the proposed drainage infrastructure; and

WHEREAS, the Authority will participate pro rata share for the development and construction of drainage outfalls for the SH 365 and IBTC Projects; and

WHEREAS, on December 18, 2013, the Board approved Resolution 2013-71, approval of an interlocal agreement with Hidalgo County Drainage District Number 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the interlocal agreement with the Hidalgo County Drainage District Number 1 had a term of two years with three one year renewals; and

WHEREAS, on March 2, 2016, the Authority executed the 1st one year renewal with the Hidalgo County Drainage District Number 1; and

WHEREAS, on June 27, 2017, the Authority approved the 2nd one year renewal to the interlocal agreement with the Hidalgo County Drainage District Number 1 to develop drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, due to delays in financing for the 365 Tollway Project, the interlocal agreement between Hidalgo County Drainage District Number 1 and the Authority expired in 2018; and

WHEREAS, on November 17, 2020, the Board approved Resolution 2022-31 - Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Interlocal Cooperative Agreement was for a two- year term, with the option for three one-year extensions; and

WHEREAS, on October 25, 2022 the Authority approved a one-year extension to the Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects and expiring on November 17, 2023;

WHEREAS, the approved term of the Agreement has expired and the Authority desires to implement a one-year extension to the Interlocal Cooperative Agreement with the Hidalgo County Drainage District No. 1 to develop and construct drainage outfalls for the 365 Tollway and International Bridge Trade Corridor Projects;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1 The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves a one-year extension to the Interlocal Cooperative Agreement between the Hidalgo County Drainage District No. 1 and the Hidalgo County Regional Mobility Authority for the Design, Acquisition of Right-of-Way, and Construction of Drainage Outfalls for the 365 Tollway and International Bridge Trade Corridor Projects, hereto attached as Exhibit A.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of October, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

ONE (1) YEAR EXTENSION TO THE
INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN
THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND
THE HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY

EXHIBIT B

INTERLOCAL COOPERATIVE AGREEMENT
WITH
THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
DATED
November 17, 2020

ONE YEAR EXTENSION TO INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AND
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

DATED NOVEMBER 17, 2020

INITIAL AGREEMENT PERIOD FOR TWO YEARS
WITH OPTION FOR THREE ONE-YEAR EXTENSIONS


ADDITIONAL ONE-YEAR TERMS

ONE-YEAR EXTENSION EFFECTIVE NOVEMBER 17, 2023

**HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1**

**HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY**

By: _____
Richard F. Cortez
Chairman of Board of Directors

By: 
S. David Deanda, Jr.
Chairman of Board of Directors

Date: _____

Date: _____

STATE OF TEXAS §
COUNTY OF HIDALGO §

2020 INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS AGREEMENT is made effective as of November 17, 2020, by and between HIDALGO COUNTY DRAINAGE DISTRICT NO 1 (the "Drainage District") and HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY (the "RMA"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Drainage District is a political subdivision initially created under the provisions of Article 111, Section 52, of the Texas Constitution, pursuant to an election held within the territory affected, on April 9, 1908, and subsequently converted to be operated under the provisions of Article XVI, Section 59 thereof, to address drainage and flooding planning and construction in Hidalgo County (the "County");

WHEREAS, the RMA is a regional mobility authority created and operating under Chapter 370, Texas Transportation Code to address mobility needs in the County;

WHEREAS, the RMA is in need of certain engineering, pre-construction/construction services and right-of-way acquisition services including but not limited to engineering, scouring, construction management and inspection, and right-of-way acquisition required for the design for drainage outfall(s) for a proposed roadway (collectively, the "Engineering Services"), as further described in **Exhibit B** attached hereto;

WHEREAS, the RMA is in need of certain construction services required for drainage outfall(s) and any and all other services required for drainage outfall(s) for the proposed roadway (the "Construction Services"), as further described in **Exhibit C** attached hereto;

WHEREAS, a portion of the proposed roadway for which the Engineering Services and the Construction Services are proposed is located within the Drainage District and corresponds with an existing Drainage District project; by partnering through this Agreement, the parties will be able to share, on a pro rata basis, expenses and economics in delivering the proposed services;

WHEREAS, the Drainage District, through its own forces or third party contractors is available and willing to assist the RMA by providing such Engineering Services and Construction Services to the RMA;

WHEREAS, the Drainage District agrees to provide Right of Way Agent Services to the RMA as further described in **Exhibit E**;

WHEREAS, the parties previously entered into an Interlocal Cooperation Agreement in December 2013 for similar services, and said previous agreement expired in 2018 ("Expired Agreement");

WHEREAS, the parties desire to enter this Agreement to continue with the work commenced in the Expired Agreement;

WHEREAS, the parties hereto have determined it is beneficial to both parties to enter into this Agreement and that the benefits to each are reasonable; and

WHEREAS, the Drainage District and the RMA are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code Section 791.001 et. seq., (the "Act"), which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW THEREFORE, the Drainage District and the RMA, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. RMA Responsibilities.

- A. The RMA will provide to the Drainage District a drainage report for the proposed roadway stating and describing where outfalls are required. The drainage report for said roadway will be provided in a timely manner as to allow the Drainage District sufficient time to complete outfall(s) as required by the RMA so as not to delay the development schedule of the RMA. Projected schedule for development of RMA projects shall be provided by the RMA to the Drainage District within ten (10) days of execution of this Agreement.
- B. The RMA will provide to the Drainage District any and all schedules and technical information for the drainage outfall(s) required by the RMA for RMA's proposed roadway relating to volume and flow to the proposed outfall as specified above.
- D. The RMA, after receiving notice from the Drainage District of the approval of the RMA's drainage report and upon accepting Drainage District's budget for the proposed Engineering Services or Construction Services, may issue a notice to proceed to the Drainage District.
- E. The RMA shall designate the RMA's representative (the "Representative") in writing within ten (10) days of execution of this Agreement and attach Exhibit D with the name of the representative. The Representative shall have the full authority to bind the RMA in

executing written authorization or consent to the Drainage District to issue a notice to proceed to its third-party engineer. The Representative shall have the full authority to bind the RMA in the approval of bid specifications and the issuance of notice to proceed to the contractors for construction of the drainage outfall(s).

- F. The RMA shall not use any federal funds for the projects and services described herein.

2. Drainage District Responsibilities.

- A. Drainage District, within seven (7) days after review of information and documentation from the RMA, may request clarification and/or additional information and documents from the RMA prior to approving the RMA's drainage report for the proposed roadway.
- B. Within a reasonable time after approving the RMA's drainage report, the Drainage District shall develop and present to the RMA a budget for Engineering Services, Right-of-Way Acquisition and/or Construction Services.
- C. Upon receipt of a written notice to proceed by the RMA, the Drainage District shall begin performing the Engineering Services, Construction Services and/or Right-of-way Acquisition Services for the RMA, by procuring or performing directly any necessary services, in compliance with state and federal procurement laws.
- D. Drainage District following completion of any bid specification for any outfall construction facility(ies) and prior to releasing such bid specifications to bidder(s) shall provide a copy of such bid specifications to RMA for RMA's approval.
- E. Drainage District shall provide the RMA with any and all engineering reports relating to such drainage outfall facilities within five (5) days of receipt of such reports by Drainage District.
- F. Drainage District on behalf of and in coordination with the RMA will coordinate with the International Boundary and Water Commission ("IBWC") with respect to any issues regarding acquisition or construction of such drainage outfall facilities which impact or may impact IBWC facilities.
- G. On or before the 15th day of each month, Drainage District shall provide the RMA with a monthly progress report of the preceding month, including all expenditures and activities carried out in pursuit of this Agreement.

3. Joint Responsibilities:

A. Within ten (10) days of the execution of this Agreement, the parties shall agree to the anticipated dates the various outfall construction facilities should be completed by and such dates shall be attached as **Exhibit A** to this Agreement. The parties agree that the dates in **Exhibit A** are anticipated and the parties agree to work with one another to update any deadlines as required.

4. **Payment for Services.**

- A. The Drainage District shall present an estimate of the Engineering Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated amount of Engineering Services cost of drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed with any Engineering Services to Drainage District's third party or in-house engineer. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.
- B. After the Engineering Services are completed, the Drainage District shall present an estimate of the Construction Services costs to the RMA. Upon approval of the estimated cost budget, the RMA shall deposit with the Drainage District the estimated Construction Services amount and associated fees of any drainage outfall facility(ies). This deposit shall be made prior to the Drainage District issuing a notice to proceed for construction to any awarded contractor. Expenditures in excess of 5% over any approved budgeted line item must be approved in advance by the RMA.
- C. Right of Way Acquisition shall be undertaken outside of the Engineering Budget. The Drainage District shall present an estimate of the right-of-way budget to the RMA broken into two parts: a) cost for the Drainage District's Right-of-Way Agent Services Fee as set forth in **Exhibit E**; and b) estimated cost of acquisition from landowner(s) which includes appraised value, appraisal, surveys, legal fees, closing costs, and other reasonable costs associated with acquisition. Upon approval of the estimated right-of-way budget, the RMA will be authorized to pay the Drainage District for right-of-way acquisition services up to the approved budget amount. Drainage District, in acquiring right of way for any such drainage outfall facilities on behalf of the RMA, may offer a negotiated amount of no more in excess of fifteen percent (15%) of the appraised value to landowner(s). RMA shall pay Drainage District for any and all services of Drainage District, whether performed by Drainage District or third party contractors (e.g. surveys, appraisals, legal fees acquisition) including but not limited to acquisition price of any right of way parcel(s) and any and all other costs relating to right-of-way acquisition within thirty (30) days of the RMA's receipt of notice of the closing of each right-of-way parcel so acquired by Drainage District.

Any offers made to any landowners in excess of fifteen percent (15%) of the appraisal value will require RMA approval.

- D. A fiscal reconciliation of all costs and expenses of Engineering Services and Construction Services provided by the Drainage District or Drainage District's third-party contractor(s) and engineers for each drainage outfall facility shall be performed by RMA and Drainage District within thirty (30) days following final completion of all such drainage outfall(s). If such final reconciliation shows costs of the Drainage District in excess of such RMA's deposit with respect to such outfall(s) RMA shall pay Drainage District such excess costs within thirty (30) days of the date the RMA receives the final reconciliation of such drainage facility outfall(s). If the deposit is less than the amount shown on the final reconciliation Drainage District shall refund the difference to the RMA in such deposit and the amount shown by the final reconciliation within thirty (30) days of the final reconciliation.

4. **Term and Termination.**

- A. This Agreement shall be for a period of two (2) years after the date first written above and may be renewed for three (3) additional one (1) year terms under the same terms and conditions upon written agreement between the parties.
- B. Should either party elect to terminate this Agreement prior to the end of the term and before the Engineering Services and Construction Services are complete, the Drainage District shall perform a final reconciliation upon notice of termination based on work completed through the date of such notice of termination.

5. **Miscellaneous.**

- A. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
- B. **No Waiver.** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

- G. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective, legal representatives, successors, and assigns where permitted by this Agreement.
- H. **Assignment.** This Agreement shall not be assignable,
- I. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- J. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- K. **Authority to Execute.** The execution and performance of this Agreement by Drainage District and the RMA have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Drainage District and the RMA in accordance with its terms.
- L. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- M. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon sixty (60) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt Code Ann. §271.903.
- N. **Dispute Resolution.** Any dispute between the parties concerning the services or costs hereunder shall be settled by mediation, If mediation is unsuccessful, then the parties shall go to trial in a district court in Hidalgo County under Texas State law.
- O. **Indemnification.** To the extent permitted by law, the Drainage District shall save and hold harmless the RMA and its officers and employees from all claims, liability, loss (including property damage or personal injury) and

expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error, omission, or negligent act, including any violation of any statute, ordinance or regulation by the Drainage District or any person employed or engaged by the Drainage District, and the defense of any such claims, liability, action or loss, To the extent permitted by law, the RMA shall save and hold harmless the Drainage District and its officers and employees from all claims, liability, loss (including property damage or personal injury), and expenses incurred due to the activities of itself, its agents, its subcontractors or employees performed under this Agreement and which are caused by or result from error.

- P. **Appendix II To CFR 200-Contract Provisions.** Pursuant to 2 CFR 200.326, a non-Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are attached and incorporated by reference into this contract should it be subject to Federal award. omission, or negligent act, Including any violation of any statute.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

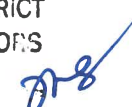
By: Richard F. Cortez
Richard F. Cortez,
Chair of Board of Directors

3/8/21
Date of Execution

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

By: S. David Deanda, Jr.
S. David Deanda, Jr.,
Chair of Board of Directors

3/5/21
Date of Execution

APPROVED BY HIDALGO
COUNTY DRAINAGE DISTRICT
NO. 1 BOARD OF DIRECTORS
ON: 10/27/20 

APPROVED AS TO FORM:
Legal Counsel for Hidalgo County Drainage District No. 1

BY: *Juan F. Pérez*
JONES, GALLIGAN, KEY & LOZANO L.L.P.

3-4-2021
Date

Client: Hidalgo County Drainage District No. 1

Exhibit A
WORK SCHEDULE

Contract: 365 Roadway System Off-Site Drainage Improvements

TASK AND DESCRIPTION	FIRM	2021												2022				
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Q1	Q2	Q3	Q4	
Phase II: Phase I EA, PS&E & Acquisition																		
PS&E & Environmental Document																		
Environmental Phase I	L&G																	
Design Survey & Topo	QHA																	
30% PS&E Completion	L&G																	
60% PS&E Completion	L&G																	
90% PS&E Completion	L&G																	
100% Plans	L&G																	
HCDD1 & HCRMA Plan Set Approval	HCRMA/HCDD#1																	
ROW Acquisition (By Others)																		
ROW (All Aspects)	Others																	
Phase III: Construction																		
Let Project	HCDD#1																	

Anticipated Engineering Services Completion Date = Mar. 31, 2022
Anticipated Project Letting = Mar. 2022 (Q1-Q2 of 2022)

EXHIBIT B

ENGINEERING SERVICES

The engineering and design of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of The Drainage District. The Drainage District shall contract for and provide engineering and design services for construction of each outfall channel authorized by and servicing the RMA project(s).

The Drainage District shall manage the Project Team, consisting of various sub- providers, in the development of the various Project phases. The Drainage District will utilize existing standard engineering contracts approved by the Drainage District Board for the proposed engineering services to be provided.

After the RMA has approved the Drainage District's final recommendations as shown in a "Preliminary Engineering Report" and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the Drainage District will perform all required engineering activities and provide the RMA with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the Project for the RMA's review and approval.

EXHIBIT C

CONSTRUCTION SERVICES

The construction of the outfall channels identified as being needed for the RMA project(s) shall be the sole responsibility of the Drainage District. The Drainage District shall contract for and provide construction management and inspection services for construction of each outfall channel authorized by and servicing the RMA project(s). The Drainage District shall also be in charge of determining the most advantageous procurement method, the advertisement for construction bids, the opening and tabulation of the bids, and award of contracts.

The Drainage District shall provide the RMA with a copy of the final as-built drawings to show the work as actually constructed, The Drainage District will provide the final acceptance of the construction job in agreement with the RMA representative.

EXHIBIT D
RMA REPRESENTATIVE

Pilar Rodriguez
Executive Director
118 S. Cage Boulevard
Pharr, Texas 78577
prodriguez@hcrma.net
956-402-4762

EXHIBIT E

The Drainage District shall provide Right of Way Agent Services to the RMA that will be in accordance with the procedures required by law. Right of Way Agent Services fee will be billed by the Drainage District to the RMA at a fixed rate of Four Thousand Five Hundred Dollars (\$4,500.00) per parcel. The Right of Way Agent Services Fee does not include the actual costs of acquisition which shall be paid for by the RMA as set forth in Paragraph 4 (C) of this Agreement.

The parcels that are included in this Agreement are the following, and any others agreed to by the parties:

Parcel	Ownership
1A	Cascade Real Estate
1B	Cascade Real Estate
2A	Canceled
2B	Canceled
2C	Hidalgo County Irrigation District No. 19
2D	Cascade Real Estate
3	Cascade Real Estate
4	Newhaus & Sons, LLC
5A	Federico Vasquez
5B	AG Enterprises, Inc
5C	Hidalgo County Irrigation District No. 2
5D	QOT, Inc.
6	Triple Net Powersports, LP
7A	Bertha Cantu Canales
7B	Kelfam, LTD
7C	Kelfam, LTD
7D	Bertha Cantu Canales
7E	Keller Real Estates Investment, Inc.
8A	KVS Family Limited Partnership
8B	Hidalgo County Irrigation District No. 2
8C	Marcus Forthuber, Et Al

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023-42

APPROVAL AND CONSIDERATION TO REMOVE ASCENCION ALONZO AS A
SIGNATORY AND THE ADDITION OF JOSE CASTILLO AS AN AUTHORIZED
SIGNATORY ON ALL PLAINSCAPITAL BANK, TEXSTAR, LOGIC, HILLTOP
SECURITIES, AND WILMINGTON TRUST ACCOUNTS

THIS RESOLUTION is adopted this 24th day of October, 2023 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority has established a certain bank account with PlainsCapital Bank, TexSTAR, Logic, Hilltop Securities, and Wilmington Trust; and

WHEREAS, it has become necessary to revise the authorized signatories for the PlainsCapital, TexSTAR, Logic, Hilltop Securities, and Wilmington Trust accounts;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board authorizes the removal of Ascencion Alonzo as an authorized signatory on all PlainsCapital Bank, TexSTAR, Logic, Hilltop Securities, and Wilmington Trust Accounts.

Section 3. The Board authorizes the addition of Jose Castillo as a signatory on all PlainsCapital Bank, TexSTAR, Logic, Hilltop Securities, and Wilmington Trust Accounts.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 24th day of October, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman

Attest:



Ezequiel Reyna, Jr., Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023-43

APPROVAL AND CONSIDERATION TO DESIGNATE JOSE CASTILLO AND PILAR
RODRIGUEZ AS INVESTMENT OFFICERS FOR THE HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 24th day of October, 2023 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Board of Directors of the Authority has been constituted in accordance with the Act; and

WHEREAS, the prudent and legally permissible management and investment of Authority funds is responsibility of the Board of Directors and its designees; and

WHEREAS, the Authority initially adopted the Investment Policy at a regularly scheduled meeting on April 10, 2008; and

WHEREAS, the Authority reviews the Investment Policy every year at a regularly scheduled meeting; and

WHEREAS, the Investment Policy requires that the Board approve the designation of the Authority’s Investment Officers;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

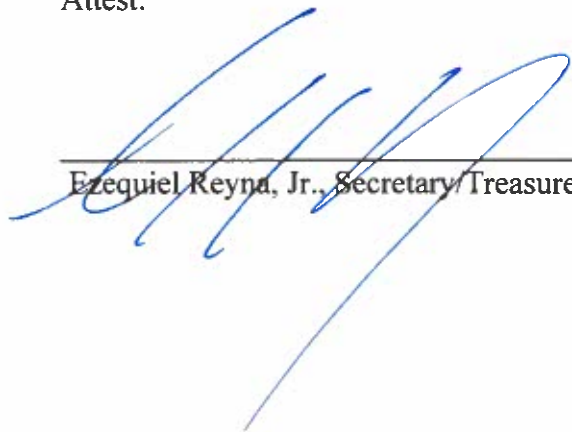
- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board authorizes designation of Jose Castillo and Pilar Rodriguez to serve as the Investment Officers pursuant to the Investment Policy, such a person to be trained by the State of Texas and otherwise meeting the qualifications of an Investment Officer.
- Section 3. The Board approves the oversight of the Investment Officers and the Authority’s Financial Advisor.
- Section 4. The Board agrees to revisit the Investment Policy on an annual basis to ensure that such policy continues to meet statutory requirements and the needs of the Authority.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING on the 24th day of October, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman

Attest:



Ezequiel Reyna, Jr., Secretary/Treasurer

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-44

RESOLUTION 2023-44 – CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION 8 SUPPLEMENTAL NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING FOR GENERAL ENGINEERING CONSULTING SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 24th day of October 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to work authorization number 4 to \$85,846.48 with HDR Engineering, Inc.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of \$289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project; and

WHEREAS, on June 27, 2023 the Authority approved Resolution 2023-27 approving of Work Authorization Number 9 to the Professional Service Agreement with HDR Engineering in the amount of 1,427,870.83 for the next phase of TSI coordination and implementation for the 365 Tollway; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-35 approving of Work Authorization Number 3 Supplemental Number 4 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority.

WHEREAS, the Authority finds it necessary to approve Resolution 2023-44 approving of Work Authorization Number 8 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering general engineering services for construction management of the 365 Tollway in the amount of \$600,995.66; and

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves of Work Authorization Number 8 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering for general engineering services, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 8 Supplemental 2 to the Professional Services Agreement with HDR.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of October 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 8 SUPPLEMENTAL
NUMBER 2
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 8
AGREEMENT FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of "Article V of that certain Professional Services Agreement for General Engineering Consulting Services" hereinafter identified as the "Agreement," entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

The following terms and conditions of Work Authorization No. 8 are hereby amended as follows:

PART I. The GEC services from Exhibit B Work Authorization No. 8 remain in effect. This Supplemental Agreement provides additional funds for the GEC to continue providing these services.

PART II. The maximum amount payable under this Supplemental Agreement is \$600,995.66 and the method of payment is Specified Rate Basis as set forth in Attachment E of the Agreement. This amount is based upon fees set forth in attachment E, Fee Schedule of the Agreement and the GEC's estimated Supplemental Agreement costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Supplemental Agreement.

PART IV. This Supplemental Agreement shall become effective on the date of final acceptance of the parties hereto and shall terminate on January 31, 2026, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 8 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

LIST OF EXHIBITS

Exhibit B	Services to be provided by the GEC
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Sub Provider Monitoring System Commitment Agreement

Exhibit C

Proposed Work Schedule

365 Toll Construction Phase

Task 1

Project Management / Administration

10/16/2023 – 10/16/2024

Task 2

Authority Construction Ph Tasks

10/16/2023 – 10/16/2024

Task 3

GEC Construction Ph Tasks

10/16/2023 – 10/16/2024

Task 4

SW3P & Archaeological Monitoring (Landhawk)

10/16/2023 – 10/16/2024

Exhibit D

Prime Provider: HDR Engineering, Inc.
 Subconsultant: Melden and Hunt
 Work Authorization: 08

	365 Toll Const Phase		Total by Firm	% by Firm
	Labor	ODE		
HDR	\$583,520.26	\$17,475.40	\$600,995.66	100%
<blank>	\$0.00	\$0.00	\$0.00	0%
<blank>	\$0.00	\$0.00	\$0.00	0%
<blank>			\$0.00	0%
<blank>			\$0.00	0%
<blank>			\$0.00	0%
<blank>			\$0.00	0%
<blank>			\$0.00	0%
Sub-Total by Task	\$583,520.26	\$17,475.40	Total WA	100%
Total by Task	\$600,995.66		\$600,995.66	

Prime Provider: HDR Engineering, Inc.
 Subconsultant: N/A
 Work Authorization: 08

Legend: reoccurring every X months = ~Xm Assume 46 months of construction (Mar 2022 - Jan 2026)

DESCRIPTION OF TASKS/DETAILS	Project Manager	Deputy Project Manager	Sr Technical Advisor	Senior Engineer	Project Engineer	Traffic Engineer II	Senior Geotech Engineer	Geotech Engineer	Archaeologist IV	Senior Environmental Scientist	Transportation Planner III	Senior Arch / Principal Inv.	Senior Utility Coord	Senior Engineer Tech	Estimating Sch Support 2	Sr Project Controller	Accounting	Admin III	Total Task Hours	Line Item Fee	
<i>Negotiated Rate</i>	\$257.40	\$353.57	\$325.28	\$226.28	\$200.83	\$169.71	\$240.42	\$141.43	\$176.78	\$175.37	\$169.71	\$212.14	\$198.00	\$155.57	\$179.61	\$212.14	\$115.69	\$90.51			
Task 001 - Project Management / Administration																				0	\$0.00
Monthly progress rpts/invoices/finance monitoring (8 mos)	8	16														8	16			48	\$11,264.48
Work Authorization schedule (develop/monitor) (12 mos)																		12		12	\$1,086.12
Contractual document control (12 mos)	12	6																24		42	\$7,382.46
General Support (12 mos)	12	8				12												12		44	\$9,040.00
Task 002 - Authority Const Ph Tasks (assume avg 3 ppl @ 15hr/mo)	192	96	120	160	176	180	60	80	36		100	60	40	96	48			120		1564	\$328,636.08
Task 003 - GEC Const Ph Tasks																				0	\$0.00
Review Contractor submittals (assume 20 submittals)	10		8	80		80	12													190	\$39,740.48
NBI numbers			16											24						40	\$8,938.16
Quarterly construction reports	12	32																12		56	\$15,489.16
Monthly as-built tracking / final as-builts	6					12														18	\$3,580.92
Review of Contractor's schedule	4		24			24									24					76	\$17,220.00
Survey Control	4																			4	\$1,029.60
SW3P and Archeological monitoring(task by Landhawk)	12		36						480	96		32								656	\$123,277.28
Progress meetings (12 mos biwkly)	24	24																24		72	\$16,835.52
																				0	\$0.00
																				0	\$0.00
Labor Hours Total	296	182	204	240	176	308	72	80	516	96	100	92	40	120	72	8	16	204		2822	hours check
Labor Cost Total	\$76,190.40	\$64,349.74	\$66,357.12	\$54,307.20	\$35,346.08	\$52,270.68	\$17,310.24	\$11,314.40	\$91,218.48	\$16,835.52	\$16,971.00	\$19,516.88	\$7,920.00	\$18,668.40	\$12,931.92	\$1,697.12	\$1,851.04	\$18,464.04		\$583,520.26	cost check
% Staff Distribution	10%	6%	7%	9%	6%	11%	3%	3%	18%	3%	4%	3%	1%	4%	3%	0%	1%	7%		100%	

Prime Provider: HDR Engineering, Inc.
Subconsultant:
Work Authorization: 08

Legend: Current State Rate = CSR, Actual Cost = AC, Fixed = F, Max = M

OTHER DIRECT EXPENSE	UNIT	MAX RATE BASIS	FIXED / MAX	ODE RATE	TOTAL FOR WA08	Sub-Total per ODE
Lodging/Hotel - Taxes and Fees	day/person	n/a	M	\$32.00	20	\$640.00
Lodging/Hotel (Taxes/fees not included)	day/person	CSR	M	\$94.00	20	\$1,880.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/person	CSR	M	\$55.00	20	\$1,100.00
Mileage	mile	CSR	F	\$0.585	6080	\$3,556.80
Rental Car Fuel	gallon	n/a	M	\$3.75	160	\$600.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	n/a	M	\$75.00	10	\$750.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$580.00	2	\$1,160.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$450.00	4	\$1,800.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	n/a	M	\$600.00	4	\$2,400.00
Air Travel - Out of State - Short Notice (Coach)	Rd Trip/person	n/a	M	\$900.00	2	\$1,800.00
Oversize, special handling or extra baggage airline fees	each	n/a	M	\$45.00	2	\$90.00
Taxi/Cab fare	each/person	n/a	M	\$30.00	10	\$300.00
Parking	day	n/a	M	\$20.00	30	\$600.00
Toll Charges	each	n/a	M	\$10.00		\$0.00
Standard Postage	letter	CSR	F	\$0.47		\$0.00
Certified Letter Return Receipt	each	CSR	F	\$6.20		\$0.00
Overnight Mail - letter size	each	CSR	M	\$22.00		\$0.00
Overnight Mail - oversized box	each	CSR	M	\$85.00		\$0.00
Courier Services	each	n/a	M	\$28.00		\$0.00
Photocopies B/W (11" X 17")	each	n/a	F	\$0.25	50	\$12.50
Photocopies B/W (8 1/2" X 11")	Each	n/a	F	\$0.12	30	\$3.60
Photocopies Color (11" X 17")	each	n/a	F	\$1.50	20	\$30.00
Photocopies Color (8 1/2" X 11")	each	n/a	M	\$0.85	50	\$42.50
Digital Ortho Plotting	sheet	n/a	M	\$1.25		\$0.00
Plots (B/W on Bond)	per sq. ft.	n/a	M	\$0.50	300	\$150.00
Plots (Color on Bond)	per sq. ft.	n/a	F	\$1.00	300	\$300.00
Plots (Color on Photographic Paper)	per sq. ft.	n/a	F	\$4.00		\$0.00
Color Graphics on Foam Board	square foot	n/a	F	\$5.00		\$0.00
Presentation Boards 30" X 40" Color Mounted	each	n/a	M	\$125.00		\$0.00
Report Printing	each	n/a	M	\$65.00	4	\$260.00
Report Binding and tabbing	each	n/a	M	\$8.00		\$0.00
Notebooks	each	n/a	M	\$9.00		\$0.00
Reproduction of CD/DVD	each	n/a	M	\$5.00		\$0.00
CDs	each	n/a	F	\$1.75		\$0.00
4" X 6" Digital Color Print	picture	n/a	F	\$0.25		\$0.00
Tx Parks & Wildlife Data Request Fees	each	n/a	M	\$50.00		\$0.00
Hazardous Materials Database Search	per search	n/a	M	\$350.00		\$0.00
Noise Meter Rental	per project	n/a	M	\$150.00		\$0.00
Environmental Database Search	per project	n/a	M	\$1,100.00		\$0.00
Environmental Field Supplies (lathes, stakes, flagging, spray paint, etc.)	day	n/a	M	\$65.00		\$0.00
Curator (Drawer & TX Archaeological Research Lab for artifacts & report)	per project	n/a	F	\$1,350.00		\$0.00
Newspaper Advertisement	per publication	n/a	M	\$1,650.00		\$0.00
Court Reporter	page	n/a	M	\$10.00		\$0.00
Court Reporter (Public Meetings, Hearings & Transcription)	day	n/a	M	\$500.00		\$0.00
Total ODE Cost					\$17,475.40	\$17,475.40

Exhibit H

**ATTACHMENT H-2
Subprovider Monitoring System Commitment Agreement**

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: N/A and attach with the work authorization or supplemental work authorization.**

Contract #: 07-E36-19-04 Assigned Goal: 12.2% Prime Provider HDR Engineering, Inc.

Work Authorization (WA)#: 8 WA Amount: \$1,471,653.11 Date: 10/16/23

Supplemental Work Authorization (SWA) #: 2 to WA #: 8 SWA Amount: \$600,995.66

Revised WA Amount: \$2,072,648.77

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
	\$0
	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$0

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: HDR Engineering, Inc. Address: 4828 Loop Central Drive, Ste. 800, Houston, TX 77081 VID Number: 14706805687 PH: 713-622-9264 & FAX: Email: David.Weston@hdrinc.com	Name: <u> David C. Weston </u> <i>(Please Print)</i> Title: <u> Gulf Coast Area Manager </u> <hr/> Signature Date
DBE/HUB Sub Provider: Subprovider Name: Melden & Hunt, Inc. VID Number: 17417379595 Address: 227 FM-3167, Rio Grande City, TX 78582 PH: 956-381-0981 Email: Robert@meldenandhunt.com	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> Signature Date
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone #& Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <hr/> Signature Date

VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-45

RESOLUTION 2023-45 – CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH HDR ENGINEERING FOR GENERAL ENGINEERING CONSULTING SERVICES TO THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

THIS RESOLUTION is adopted this 24th day of October 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to work authorization number 4 to \$85,846.48 with HDR Engineering, Inc.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of \$289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project; and

WHEREAS, on June 27, 2023 the Authority approved Resolution 2023-27 approving of Work Authorization Number 9 to the Professional Service Agreement with HDR Engineering in the amount of 1,427,870.83 for the next phase of TSI coordination and implementation for the 365 Tollway; and

WHEREAS, on September 26, 2023 the Authority approved Resolution 2023-35 approving of Work Authorization Number 3 Supplemental Number 4 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-45 approving of Contract Amendment 10 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount from \$4,890,333.70 to \$5,491,329.36 for a total of \$600,995.66 for Work Authorization Number 8 Supplemental Number 2; and


NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Contract Amendment Number 10 for Supplemental Number 2 to Work Authorization 8 to the Professional Service Agreement with HDR Engineering for general engineering services, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Contract Amendment 10 to the Professional Services Agreement with HDR.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of October 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NUMBER 10
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

**CONTRACT AMENDMENT NUMBER 10
TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS CONTRACT AMENDMENT NUMBER 9 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering. (the GEC).

Article II Agreement Period

This revised Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business January 31, 2026.

Article III Compensation

Article III Compensation shall be amended to increase the amount payable under this contract from \$4,890,333.70 to \$5,491,329.36 for a total increase of \$600,995.66 due to additional scope and effort outlined in Supplemental Agreement 2 to Work Authorization Number 8.

This Contract Amendment Number 10 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Contract Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

THE AUTHORITY

(Signature)
David C. Weston

(Signature)
Pilar Rodriguez, P.E.

Vice President
(Title)

Executive Director
(Title)

(Date)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION NO. 2023-46

**APPROVAL OF THE THOROUGHFARE PLAN FOR THE 365 TOLLWAY
SEGMENT 4 AND SECTION “A” WEST PROJECTS**

THIS RESOLUTION is adopted this 24th day of October 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, the development of a 365 Tollway Segment 4 and Section “A” West Project requires a comprehensive approach to transportation planning to ensure efficient traffic flow, safe access, and connectivity between different areas of the project; and

WHEREAS, a thoroughfare plan provides a framework for the design, construction, and management of roads, highways, and transportation infrastructure within the 365 Tollway Segment 4 and Section “A” West Project; and

WHEREAS, a thoroughfare plan aims to accommodate current and future transportation needs, including vehicular, pedestrian, and cyclist movements, while considering environmental sustainability; and

WHEREAS, a thoroughfare plan should address various factors such as land-use patterns, projected population growth, existing and planned developments, and overall transportation goals of the 365 Tollway Segment 4 and Section “A” West Project; and

WHEREAS, the implementation of a thoroughfare plan requires collaboration and coordination among developers, designers, local authorities, and the community to ensure an integrated approach and successful execution; and

WHEREAS, that the Hidalgo County Regional Mobility Authority hereby approves and supports the implementation of a thoroughfare plan for the 365 Tollway Segment 4 and Section “A” West Project; and

WHEREAS, that the thoroughfare plan shall incorporate sustainable and environmentally friendly transportation options, including provisions for pedestrian walkways, dedicated bicycle lanes, and public transportation networks; and

WHEREAS, that the thoroughfare plan shall consider the utilization of intelligent transportation systems, such as traffic signal coordination, real-time traffic monitoring, and adaptive signal control, to optimize traffic flow and minimize congestion; and

WHEREAS, that a public consultation process be conducted to gather feedback and input from the community regarding the thoroughfare plan, ensuring that the transportation infrastructure meets the needs and expectations of the residents and other stakeholders; and


WHEREAS, that the implementation of the thoroughfare plan shall adhere to all relevant local, state, and federal laws, regulations, and guidelines pertaining to transportation planning and environmental impact assessment; and

WHEREAS, that the Authority shall allocate necessary resources, including funding, personnel, and technical expertise, to facilitate the successful implementation of the thoroughfare plan;

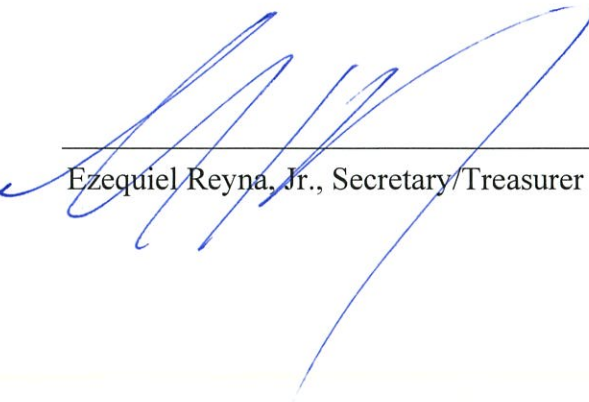
NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves the Thoroughfare Plan for the 365 Tollway Segment 4 and Section "A" West Projects.
- Section 3. The Board authorizes the Executive Director to allocate necessary resources, including funding, personnel, and technical expertise to facilitate the successful implementation of the Thoroughfare Plan.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 24th day of October 2023, at which meeting a quorum was present.



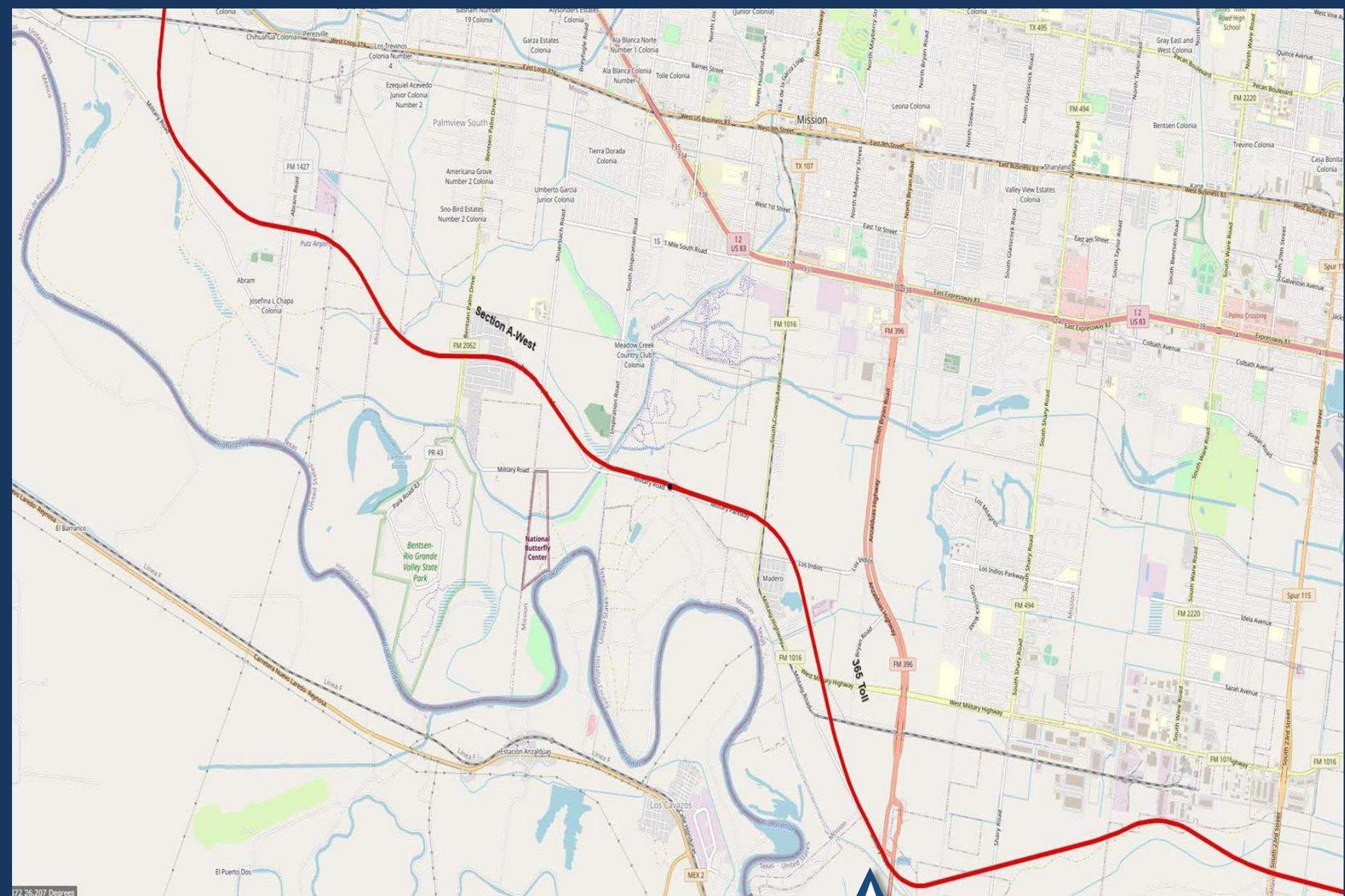
S. David Deanda, Jr., Chairman



Ezequiel Reyna, Jr., Secretary/Treasurer

Exhibit A

365 Tollway Segment 4 and Section "A" West Project



372.26,207 Degrees

www.hcrma.net



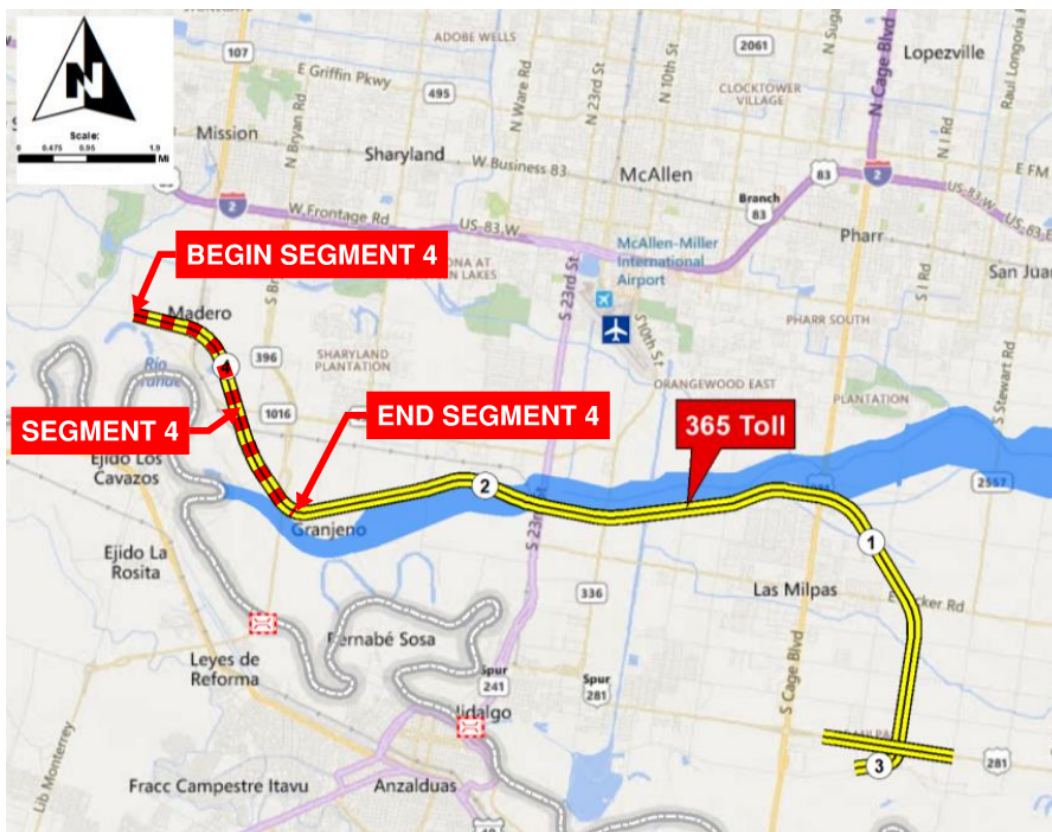
365 Tollway Segment 4 Project Summary

- Project Description: Construct 4 lane controlled access tolled highway.
 - Length (Mi.): 2.65 from Schematic
 - ROW (Ac.): 104 - 75% 300-ft / 25% 400-ft Road Width
 - Project Limits
 - From: FM 1016 / Conway Ave
 - To: FM 396 / Anzalduas Hwy

Project Cost Overview

Total Development Cost: \$96,400,000 in 2023 Dollars

- **Mgt. Support: \$960,000** - 1.5% of CC: GEC Oversight
- **Prelim. Engr.: \$1,120,000** - 1.75% of CC: Environmental Re-evaluation (EA), Low Level Flight, Surveys
- **Final Design: 4,480,000** - 7.0% of CC: PS&E, Geotech, Pavement Design, SUE, Topo
- **ROW Acq.: \$13,520,000** - \$130,000/AC for ROW Services, Title Services, Land Acquisition
- **Utility Relo.: \$5,120,000** - 8.0% of CC for Utility Relocations / Drainage
- **Toll Collect. Sys.: \$3,680,000** - 5.75% of CC: 5% for TSI + TCS Des. + 0.75% T&R
- **Construction: \$64,000,000** - \$23MM/Mi. (Approx.) for CRCP 2+2 Facility + 5% Contingency
- **Constr. Mgt.: \$3,520,000** -5.5% of CC: CEI & CMT



Section A (West) Project Summary

- Project Description: Construct 4 lane controlled access tolled highway.
 - Length (Mi.): 8.26 from Schematic
 - ROW (Ac.): 325 - 75% 300-ft / 25% 400-ft Road Width
 - Project Limits
 - From: I-2, 0.8 Mi W of Showers Rd
 - To: FM 1016 / Conway Ave

Key Assumptions

- Independent Env. Document (EIS), Overweight Pavement Design, Toll Collection System, and Partially Compensable Utilities.

Project Cost Overview

Total Development Cost: \$308,057,100 in 2023 Dollars

- **Mgt. Support: \$2,992,200** - 1.5% of CC: GEC Oversight
- **Prelim. Engr.: \$10,971,400** - 5.5% of CC: Environmental (EIS), Schematic, Low Level Flight, Surveys
- **Final Design: \$13,963,600** - 7.0% of CC: PS&E, Geotech, Pavement Design, SUE, Topo
- **ROW Acq.: \$42,250,000** - \$130,000/AC for ROW Services, Title Services, Land Acquisition
- **Utility Relo.: \$15,958,400** - 8.0% of CC for Utility Relocations / Drainage
- **Toll Collect. Sys.: \$11,470,100** - 5.75% of CC: 5% for TSI + TCS Des. + 0.75% T&R
- **Construction: \$199,480,000** - \$23MM/Mi. (Approx.) for CRCP 2+2 Facility + 5% Contingency
- **Constr. Mgt.: \$10,971,400** - 5.5% of CC: CEI & CMT



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-47

**APPROVAL OF SUPPLEMENTAL NO. 1 TO WORK
AUTHORIZATION 20 TO THE PROFESSIONAL
SERVICE AGREEMENT WITH SAMES, INC. FOR
SURVEYING SERVICES FOR ADDITIONAL "X"
PARCELS CLAIMED BY HIDALGO COUNTY
IRRIGATION DISTRICT NUMBER 2 AS PART OF THE
365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 28th day of November 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of \$2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of \$13,567.50 for a revised amount of \$16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at \$25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of \$13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of \$4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of \$5,085.00 whereas only \$4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107- A , 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of \$22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of \$26,385.00 for a revised increase of a maximum payable amount of \$55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of \$4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of \$4,080.00 for a revised increase of a maximum payable amount of \$60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of \$5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of \$5,650.00 for a revised increase a maximum payable amount of \$65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of \$1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of \$26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of \$27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of \$1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10 in the amount of \$1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of \$1,840.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of \$9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contact Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of \$11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of \$83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of \$44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of \$127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parcel 36A as part of the 365 Tollway Project in the amount of \$3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of \$3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of \$20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of \$20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of \$2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of \$2,080.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of \$4,370.00; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of \$4,370.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of \$6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of \$6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of \$1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of \$2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of \$3,180.00; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-19 Supplemental Agreement 3 to Work Authorization 19 to the professional services agreement with SAMES Engineering for re-issuing HCDD #1 Outfall parcels updates for the 365 Tollway Project in the amount of \$3,595.00; and

WHEREAS, on June 22, 2021 the Authority finds it necessary to approve Resolution 2021-20 Contract Amendment 19 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 3 to Work Authorization 19 in the amount of \$3,595.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-67 Contract Amendment 20 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects; and

WHEREAS, on March 28, 2023 the Authority approved Resolution 2023-19 Work Authorization 20 to the Professional Services Agreement with SAMES Engineering for surveying services for the "X" Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of \$56,245.00; and

WHEREAS, on March 28, 2023 the Authority approved Resolution 2023-20 Work Authorization 21 to the Professional Services Agreement with SAMES Engineering for surveying services for a corner clip to accommodate utility relocation along Thomas and I Road [Veteran's] as part of the 365 Tollway Project in the amount of \$1,800.00; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-47 Supplemental No. 1 to Work Authorization 20 to the Professional Services Agreement with SAMES Engineering for surveying services for additional "X" Parcels claimed by Hidalgo County Irrigation District Number 2 as part of the 365 Tollway Project in the amount of \$15,715.00.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Resolution 2023-47 for Supplemental No. 1 to Work Authorization 20 to the professional service agreement with SAMES Engineering to provide survey services for the 365 Tollway hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute the Supplemental No. 1 to Work Authorization 20 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of November 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Juan Carlos Del Ángel, Secretary/Treasurer

Exhibit A

Supplemental No. 1 to Work

Authorization # 20

to

Professional Service Agreement

with SAMES, Inc.

for

Surveying Services

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 20
AGREEMENT FOR SURVEYING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Surveying Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMEs, Inc. (the Surveyor).

The following terms and conditions of Work Authorization No. 20 are hereby amended as follows:

Part I: Supplemental Work Authorization Scope of Services to be provided by the Engineer and amended as noted within the attached Exhibit B. Exhibit C is provided to show the work plan for the execution of the Supplemental Work Authorization scope contained herein.

Part II: The maximum amount payable under Part II of Work Authorization No. 20 is increased by \$15,715.00 as shown in Exhibit D bringing the revised maximum amount payable under Work Authorization No. 20 to \$71,960.00.

Part IV: Work Authorization No. 20 shall now terminate on December 6, 2023 and a revised Work Schedule will be supplied to document the revised date of work activity.

Exhibit H-2: Subprovider Monitoring System Commitment Agreement is amended as noted in Exhibit H-2

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR

(Signature)
Samuel Maldonado, P.E., RPLS

(Printed Name)
Principal

(Title)

(Date)

THE AUTHORITY

(Signature)
Pilar Rodriguez, P.E.

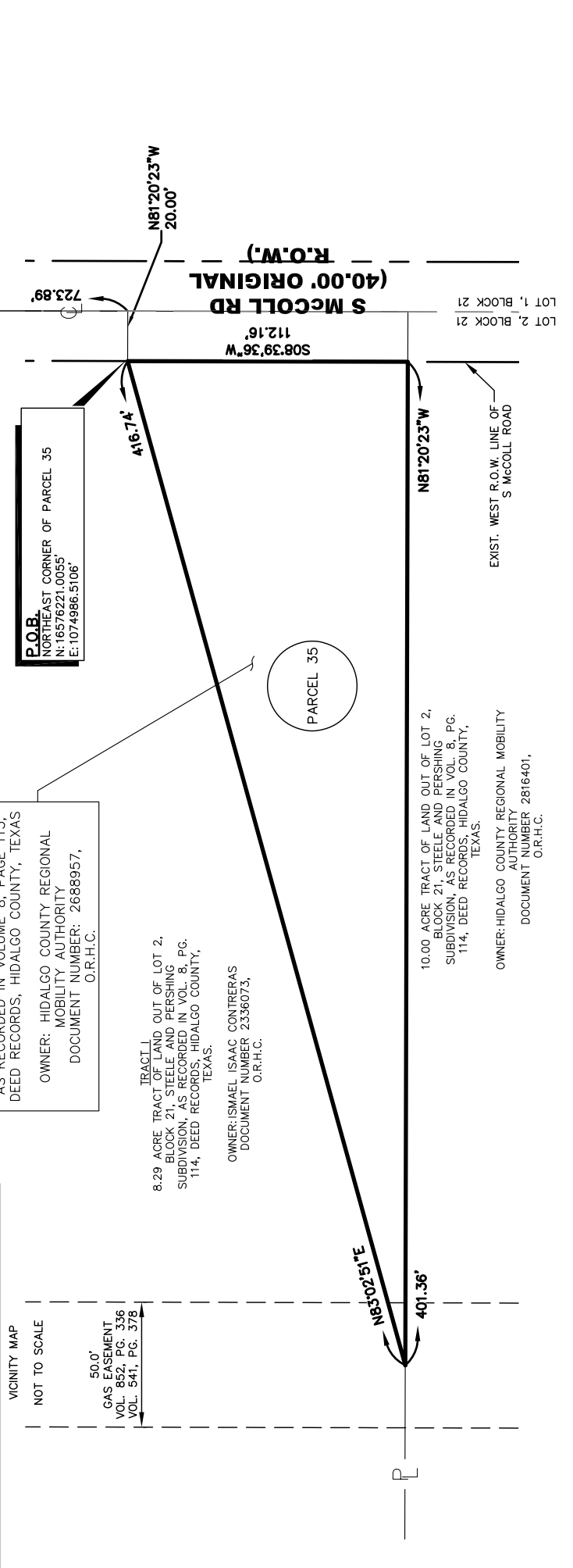
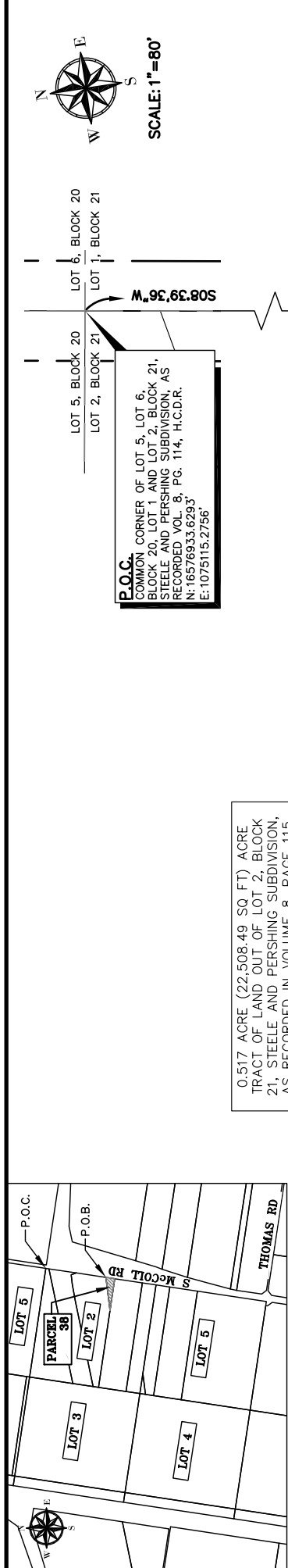
(Printed Name)
Executive Director


(Title)

(Date)


LIST OF EXHIBITS

Exhibit B	Services to be provided by the Surveyor
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Exhibit H-2	Subprovider Monitoring System Commitment Agreement





HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



SAMES
SURVEY FROM REC. No. 101416-00
1 BUILDING TR. | BAYVIEW TR. | SOUTH 200 BL. | LOS ANGELES BL. |

200 S. 107TH STREET, SUITE 1500 TEL: (956) 702-8860
MCALLUM, TEXAS 78601 FAX: (956) 702-8868

PLAT OF SURVEY: 35

DIST. NAME: PHARR

RCSJ No.: xxx-xx-xxx

DATE: AUGUST 18, 2023

PROJECT X PARCELS HCRMA

SHEET No. 1 OF 1

GENERAL NOTES:

- ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.
- NO VISIBLE, APPARENT, OR DOCUMENTED IRRIGATION EASEMENTS.

SYMBOL LEGEND

—	RIGHT OF WAY	—	H.C.M.R.	—	HIDALGO COUNTY MAP RECORDS
---	EXISTING	---	H.C.D.R.	---	HIDALGO COUNTY DEED RECORDS
---	PARCEL BOUNDARY LINE	---	O.R.H.C.	---	OFFICIAL RECORDS OF HIDALGO COUNTY
---	EASEMENT LINE	---		---	LOT LINE
---	R.O.W. LINE	---		---	CENTER LINE
---	PROPERTY LINE	---		---	PROPERTY LINE
---	LOT LINE	---		---	

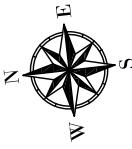
STEEL AND PERSHING SUBDIVISION (VOL. 8, PG. 114, H.C.D.R.)

PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. NO.—VOL. & PG.	TO BE ACQUIRED (SQ. FT.)	REMAINDER(SQ. FT.)
35	22,508.49	2688957	0.00	22,508.49

PRELIMINARY
SUBMITTAL FOR REVIEW
ONLY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

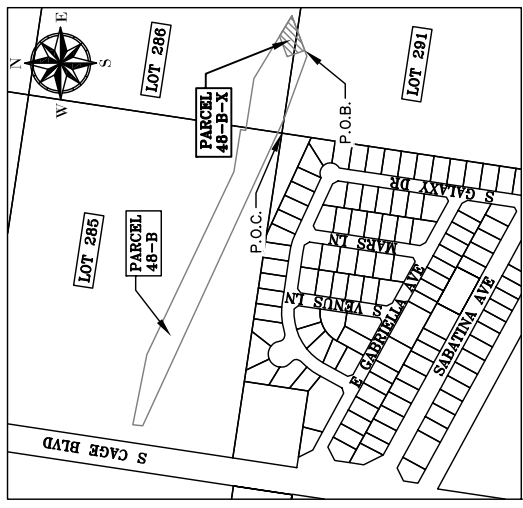


SCALE: 1" = 100'

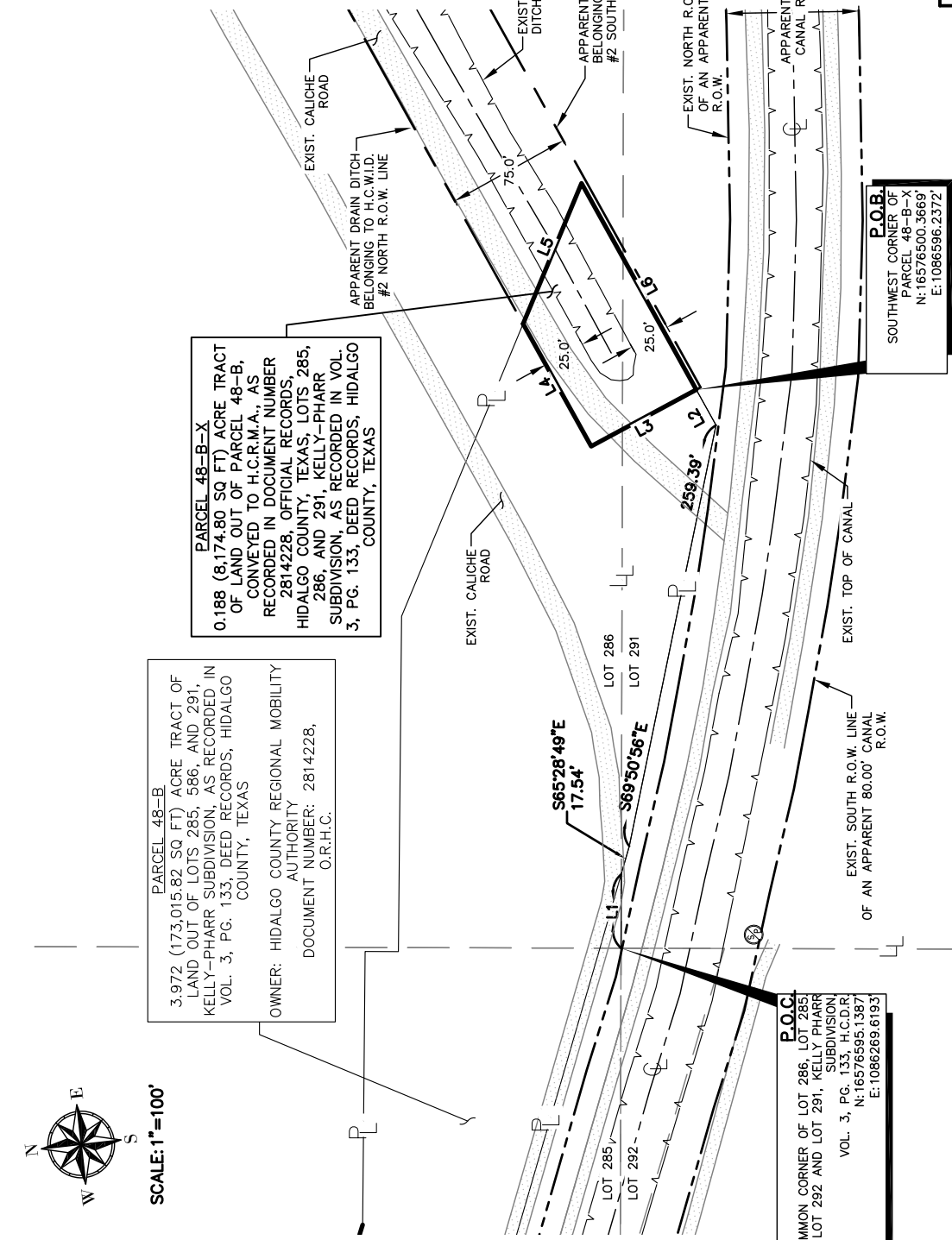
PARCEL 48-B
 3.972 (173,015.82 SQ FT) ACRE TRACT OF LAND OUT OF LOTS 285, 586, AND 291, KELLY-PHARR SUBDIVISION, AS RECORDED IN VOL. 3, PG. 133, DEED RECORDS, HIDALGO COUNTY, TEXAS

OWNER: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
 DOCUMENT NUMBER: 2814228, O.R.H.C.

PARCEL 48-B-X
 0.188 (8,174.80 SQ FT) ACRE TRACT OF LAND OUT OF PARCEL 48-B, AS CONVEYED TO H.C.R.M.A. AS RECORDED IN DOCUMENT NUMBER 2814228, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOTS 285, 286, AND 291, KELLY-PHARR SUBDIVISION, AS RECORDED IN VOL. 3, PG. 133, DEED RECORDS, HIDALGO COUNTY, TEXAS



Line #	Length	Direction
L1	44.71'	S81°19'40"E
L2	24.51'	N69°26'20"E
L3	72.00'	S19°47'21"E
L4	84.58'	N69°26'20"E
L5	91.81'	N58°55'03"W
L6	142.52'	N69°26'20"E



GENERAL NOTES:
 1. ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.



SAMES
 SURVEY FIRM REG. NO. 101416-00
 1 BUILDING TR. | BAYVIEW TR. | SOUTH 7th TR. | LOS ANGELES TR. |

200 S. 107th STREET, SUITE 1500 TEL: (956) 702-8860
 McALLISTER, TEXAS 78601 FAX: (956) 702-8868

PLAT OF SURVEY: 48-B-X

DIST. NAME: PHARR

RCSJ No.: xxxx-xx-xxx DATE: AUGUST 18, 2023

PROJECT X PARCELS HCRMA SHEET No. 1 OF 1

SYMBOL LEGEND

R.O.W.	RIGHT OF WAY	H.C.M.R.	HIDALGO COUNTY MAP RECORDS
EXIST.	EXISTING	H.C.D.R.	HIDALGO COUNTY DEED RECORDS
---	PARCEL BOUNDARY LINE	O.R.H.C.	OFFICIAL RECORDS OF HIDALGO COUNTY
---	EASEMENT LINE		
---	R.O.W. LINE		
---	PROPERTY LINE		
---	LOT LINE		

KELLY PHARR SUBDIVISION (VOL. 3, PG. 133, H.C.D.R.)			
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. NO.-VOL. & PG	TO BE ACQUIRED REMAINDER(SQ. FT.)
48-B-X	171,348.34	2729022	8,174.80
			163,173.54

PRELIMINARY
 SUBMITTAL FOR REVIEW
 ONLY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

LEO L. RODRIGUEZ, JR. DATE
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

PARCEL 48-B-X

0.188 (8,174.80 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 48-B, AS RECORDED IN DOCUMENT NUMBER 2814228, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 285, LOT 296 AND LOT 291, KELLY PHARR SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS.

BEING A 0.188 (8,174.80 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 48-B, AS RECORDED IN DOCUMENT NUMBER 2814228, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 285, LOT 296 AND LOT 291, KELLY PHARR SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

COMMENCING; AT A POINT, AT THE COMMON CORNER OF LOT 285, LOT 286, LOT 291, AND LOT 292, OF SAID KELLY PHARR SUBDIVISION, **THENCE;** SOUTH 81°19'40" EAST, ALONG THE COMMON LINE OF LOT 286 AND LOT 291, OF SAID KELLY PHARR SUBDIVISION, A DISTANCE OF 44.71, TO A POINT, ON THE SOUTH LINE OF SAID PARCEL 48-B, CONVEYED TO H.C.R.M.A., **THENCE;** SOUTH 65°28'49" EAST, ALONG THE SOUTH LINE OF SAID PARCEL 48-B, CONVEYED TO H.C.R.M.A., A DISTANCE OF 17.54 FEET, TO A POINT, ON THE SOUTH LINE OF SAID PARCEL 48-B, CONVEYED TO H.C.R.M.A., **THENCE;** SOUTH 69°50'56" EAST, ALONG THE SOUTH LINE OF SAID PARCEL 48-B, A DISTANCE OF 259.39 FEET, TO AN EXTERIOR CORNER OF SAID PARCEL 48-B, CONVEYED TO H.C.R.M.A., **THENCE;** NORTH 69°26'20" EAST, ALONG THE SOUTH LINE OF SAID PARCEL 48-B, CONVEYED TO H.C.R.M.A., A DISTANCE OF 24.51 FEET, FOR THE **POINT OF BEGINNING** AND THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N= 16576500.3669', E= 1086596.2372';

THENCE; SOUTH 19°47'21" EAST, ALONG THE WEST RIGHT OF WAY LINE OF A HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NUMBER 2 DRAIN DITCH, A DISTANCE OF 72.00 FEET, TO A POINT, ON THE SOUTH RIGHT OF WAY OF SAID APPARENT HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NUMBER 2 DRAIN DITCH, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 69°26'20" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID APPARENT HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NUMBER 2 DRAIN DITCH, A DISTANCE OF 84.58 FEET, TO A POINT, BEING ON THE NORTH LINE OF SAID PARCEL 48-B, CONVEYED TO H.C.R.M.A., AND ON THE NORTH RIGHT OF WAY LINE OF SAID APPARENT HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NUMBER 2 DRAIN DITCH, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 58°55'03" WEST, ALONG THE NORTH LINE OF SAID PARCEL 48-B, CONVEYED TO H.C.R.M.A., A DISTANCE OF 91.81 FEET, TO A POINT, AT AN EXTERIOR CORNER OF SAID PARCEL 48-B, CONVEYED TO H.C.R.M.A., FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



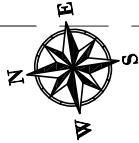
Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

THENCE; NORTH 69°26'20" EAST, ALONG THE SOUTH LINE OF SAID PARCEL 48-B, CONVEYED TO H.C.R.M.A., A DISTANCE OF 142.52 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 0.188 (8,174.80 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

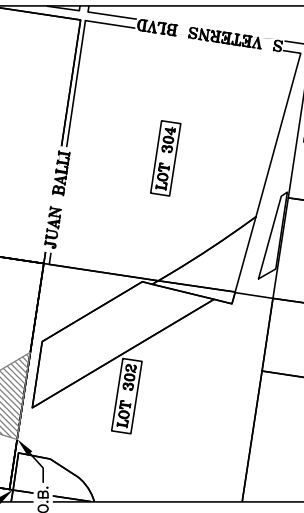
ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, LEO L. RODRIGUEZ, JR., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

LEO L. RODRIGUEZ, JR., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



SCALE: 1" = 120'



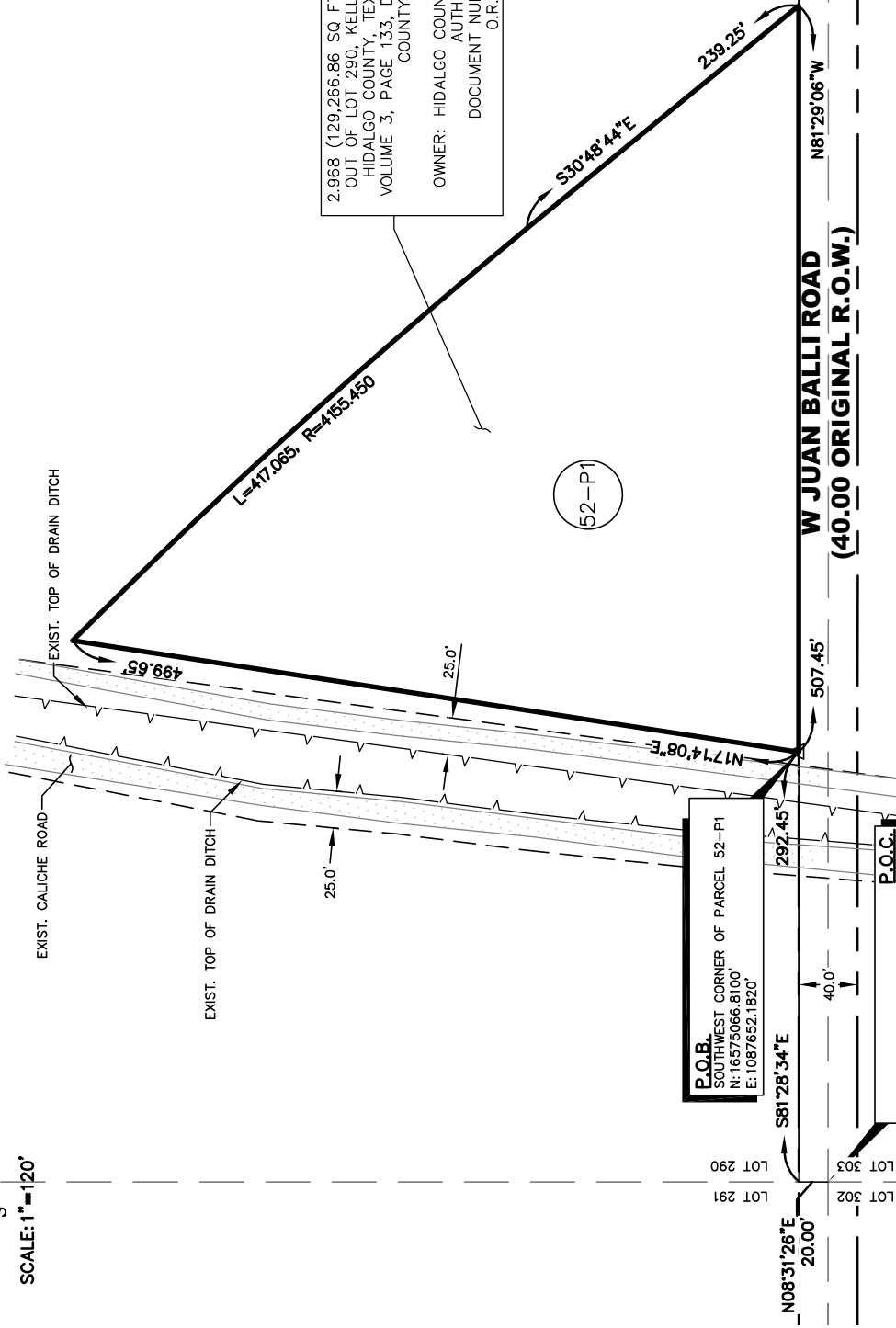
VICINITY MAP
NOT TO SCALE

2.968 (129,266.86 SQ FT) ACRE TRACT OF LAND
OUT OF LOT 290, KELLY-PHARR SUBDIVISION,
HIDALGO COUNTY, TEXAS, AS RECORDED IN
VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO
COUNTY, TEXAS

OWNER: HIDALGO COUNTY REGIONAL MOBILITY
AUTHORITY
DOCUMENT NUMBER 2695566
O.R.H.C.

GENERAL NOTES:

1. ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.
2. NO VISIBLE, APPARENT, OR DOCUMENTED IRRIGATION EASEMENTS.
3. NO TITLE



P.O.B.
SOUTHWEST CORNER OF PARCEL 52-P1
N: 16575066.8100'
E: 1087652.1820'

P.O.C.
COMMON CORNER OF LOT 290, LOT 291,
LOT 302, AND LOT 303, KELLY PHARR
SUBDIVISION, VOL. 3,
PG. 133, H.C.D.R.
N: 16575090.3784'
E: 1087359.9979'

SYMBOL LEGEND

R.O.W.	- RIGHT OF WAY	H.C.M.R.	- HIDALGO COUNTY MAP RECORDS
EXIST.	- EXISTING	H.C.D.R.	- HIDALGO COUNTY DEED RECORDS
- - -	- PARCEL BOUNDARY LINE	O.R.H.C.	- OFFICIAL RECORDS OF HIDALGO COUNTY
- - -	- EASEMENT LINE	F	- LOT LINE
- - -	- R.O.W. LINE	Q	- CENTER LINE
- - -	- PROPERTY LINE	P	- PROPERTY LINE
- - -	- LOT LINE		

PRELIMINARY
SUBMITTAL FOR REVIEW
ONLY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY
PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT.
LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



200 S. LOVEL STREET, SUITE 1500 TEL: (956) 702-8890
MCALLUM, TEXAS 78601 FAX: (956) 702-8858



SURVEY FIRM REG. NO. 101416-00
| MEMBER IN | | MEMBER IN | | SURVEYOR REG. NO. | | LICENSE NO. |

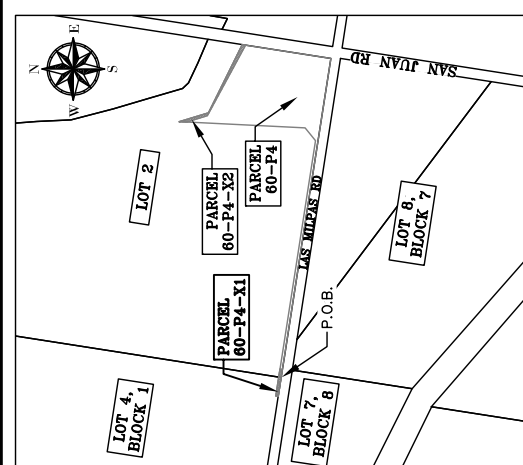
PLAT OF SURVEY: 52-P1

DIST. NAME: PHARR

RCSJ No.: xxx-xx-xxx DATE: AUGUST 18, 2023

PROJECT X PARCELS HCRMA SHEET No. 1 OF 1

KELLY PHARR SUBDIVISION (VOL. 3, PG. 133, H.C.D.R.)			
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.)
52-P1	129,266.86	0.00	129,266.86
		2695566	



VICINITY MAP
NOT TO SCALE

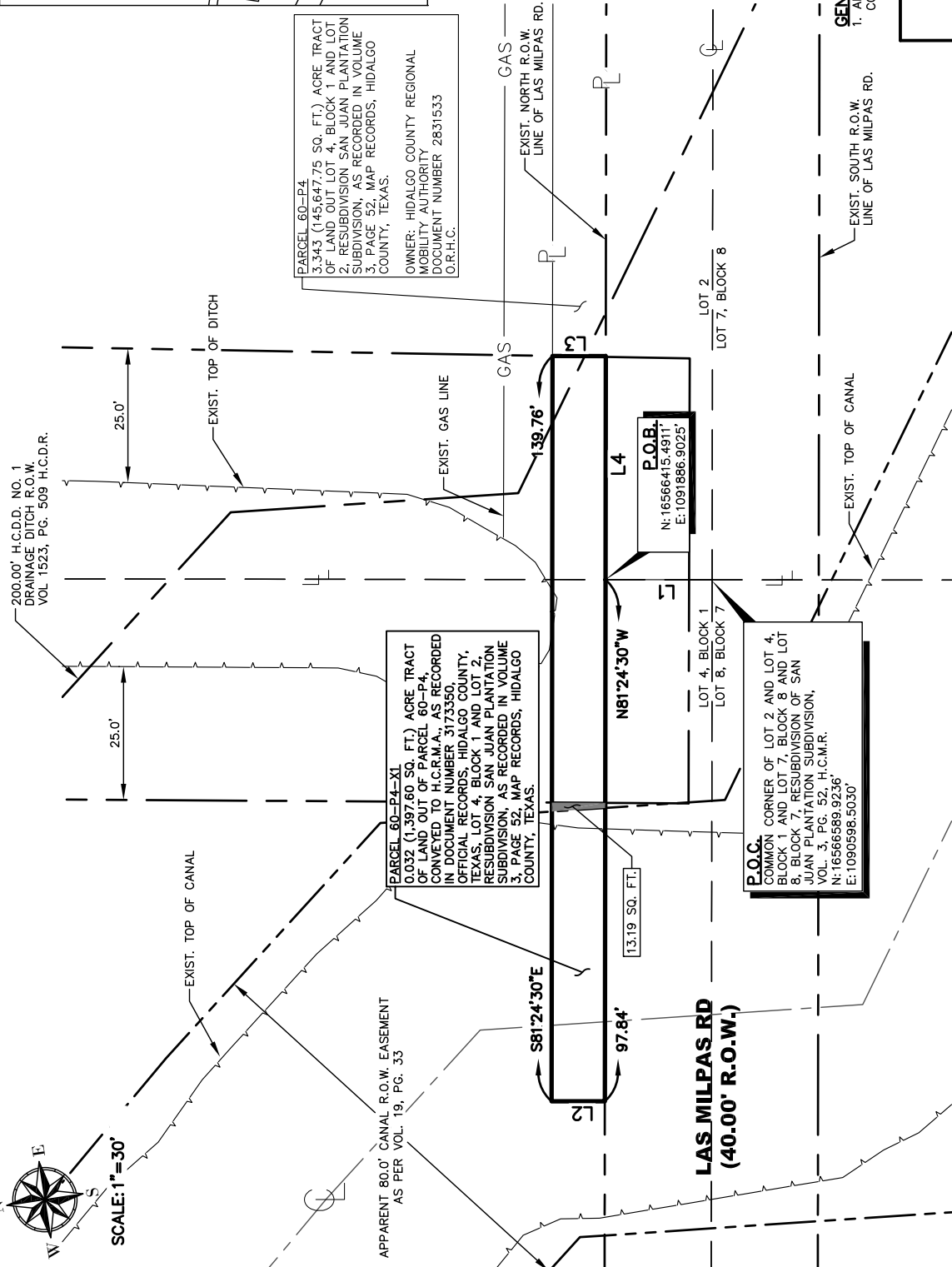
Line #	Length	Direction
L1	20.00'	N08°35'30"E
L2	10.00'	N08°35'28"E
L3	10.00'	S08°35'28"W
L4	41.92'	N81°24'30"W

GENERAL NOTES:
1. ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.



SAMES
SURVEY FIRM REG. NO. 101416-00
200 S. 107TH STREET, SUITE 1500 TEL: (956) 702-8860
MCKAY, TEXAS 78601 FAX: (956) 702-8868
I AMERICAN TX | BARRISTER TX | SANTA FE, NM | LOS ANGELES, CA

PLAT OF SURVEY: 60 - P4 - X1
DIST. NAME: PHARR
RCSJ No.: xxxx-xx-xxx DATE: AUGUST 18, 2023
PROJECT X PARCELS HCRMA SHEET No. 1 OF 1



PARCEL 60-P4
3.343 (145,647.75 SQ. FT.) ACRE TRACT OF LAND OUT LOT 4, BLOCK 1 AND LOT 2, RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS.
OWNER: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DOCUMENT NUMBER 2831533
O.R.H.C.

PARCEL 60-P4-X1
0.032 (1,397.60 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 60-P4, CONVEYED TO H.C.R.M.A., AS RECORDED IN DOCUMENT NUMBER 3173350, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. LOT 4, BLOCK 1 AND LOT 2, RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS.

P.O.C.
COMMON CORNER OF LOT 2 AND LOT 4, BLOCK 1 AND LOT 7, BLOCK 8 AND LOT 8, BLOCK 7, RESUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION, VOL. 3, PG. 52, H.C.M.R.
N: 16566589.9236'
E: 1090598.5030'

SYMBOL LEGEND	
—	RIGHT OF WAY
- - -	EXISTING
- - -	PARCEL BOUNDARY LINE
- - -	EASEMENT LINE
- - -	R.O.W. LINE
- - -	PROPERTY LINE
- - -	LOT LINE
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
H.C.D.R.	HIDALGO COUNTY DEED RECORDS
O.R.H.C.	OFFICIAL RECORDS OF HIDALGO COUNTY
—	LOT LINE
—	CENTER LINE
—	PROPERTY LINE

RESUBDIVISION SAN JUAN PLANTATION (VOL. 16, PG. 5, H.C.M.R.)		
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE TO BE ACQUIRED (SQ. FT.)
60-P4-X1	145,648.85	2831533
	1,397.60	144,251.25

PRELIMINARY
SUBMITTAL FOR REVIEW
ONLY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448
DATE



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

PARCEL 60-P4-X1

0.032 (1,397.60 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 60-P4, CONVEYED TO H.C.R.M.A., AS RECORDED IN DOCUMENT NUMBER 3173350, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 4, BLOCK 1 AND LOT 2, RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BEING A 0.032 (1,397.60 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 60-P4, CONVEYED TO H.C.R.M.A., AS RECORDED IN DOCUMENT NUMBER 3173350, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 4, BLOCK 1 AND LOT 2, RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

COMMENCING; AT A POINT, AT THE COMMON CORNER OF LOT 4, BLOCK 1, LOT 2, LOT 7, BLOCK 8, AND LOT 8, BLOCK 7, RESUBDIVISION SAN JUAN PLANTATION, BEING ON THE CENTER LINE OF LAS MILPAS ROAD (HAVING A 40.00' ORIGINAL R.O.W.), **THENCE;** NORTH 08°35'30" EAST, ALONG THE COMMON LINE OF LOT 4, BLOCK 1 AND LOT 2, OF SAID RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, A DISTANCE OF 20.00 FEET, BEING ON SOUTH LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., FOR THE **POINT OF BEGINNING** OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N=16566415.4911', E= 1091886.9025';

THENCE; NORTH 81°24'30" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., A DISTANCE OF 97.84 FEET, TO A POINT, AT THE SOUTHWEST CORNER OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID LAS MILPAS ROAD, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 08°35'28" EAST, ALONG THE WEST LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., A DISTANCE OF 10.00 FEET, TO A POINT, AT AN EXTERIOR CORNER OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 81°24'30" EAST, ALONG THE NORTH LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., A DISTANCE 139.76, TO A POINT, BEING ON THE NORTH LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 08°35'28" WEST, A DISTANCE OF 10.00 FEET, TO A POINT, AT THE SOUTH LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID LAS MILPAS ROAD, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

THENCE; NORTH 81°24'30" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID LAS MILPAS ROAD, A DISTANCE OF 41.92 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 0.032 (1,397.60 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

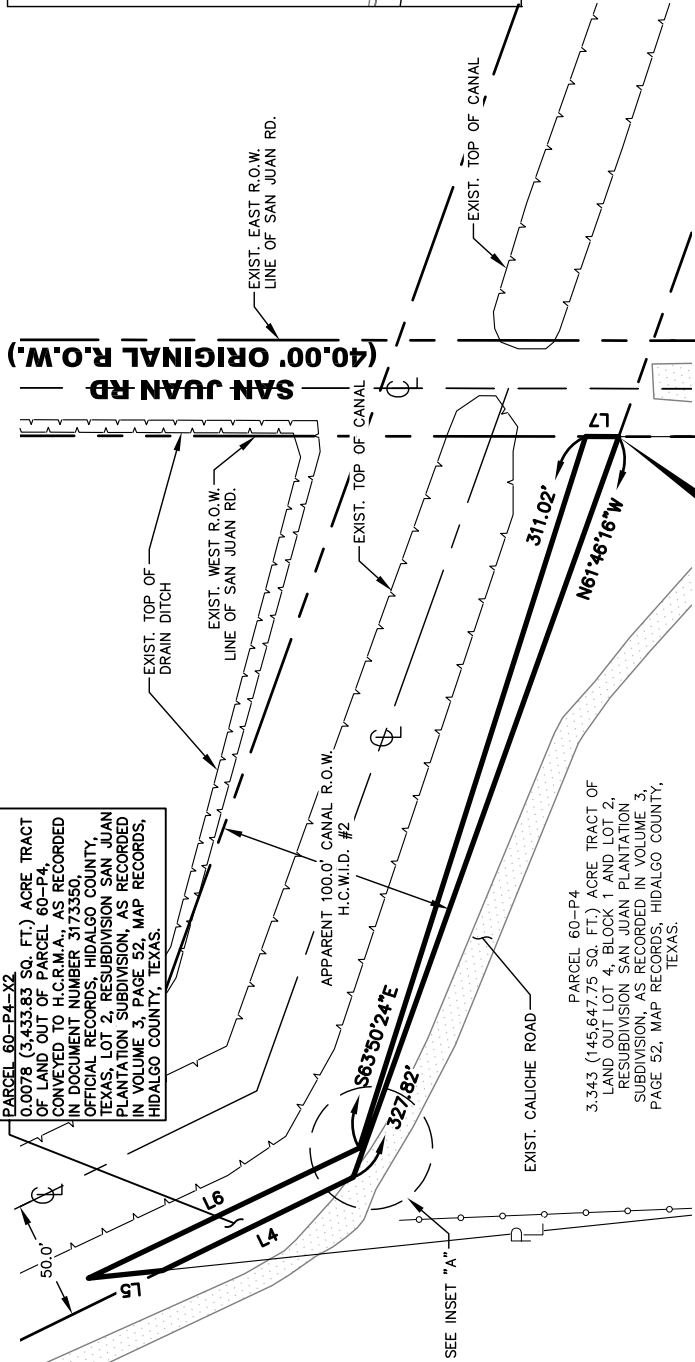
I, LEO L. RODRIGUEZ, JR., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

LEO L. RODRIGUEZ, JR., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



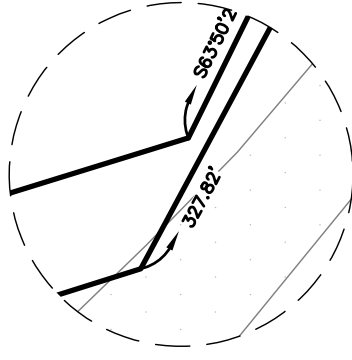
SCALE: 1"=80'

PARCEL 60-P4-X2
0.0078 (3,433.85 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 60-P4, CONVEYED TO H.C.R.M.A., AS RECORDED IN DOCUMENT NUMBER 3173350, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 2, RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS.



3.343 (145,647.75 SQ. FT.) ACRE TRACT OF LAND OUT LOT 4, BLOCK 1 AND LOT 2, RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS.

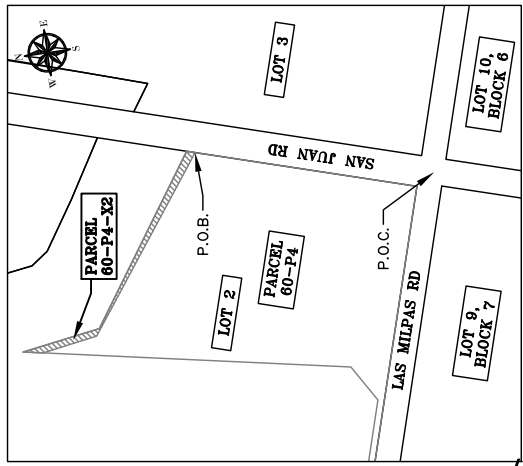
OWNER: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
DOCUMENT NUMBER 2831533
O.R.H.C.



INSET "A"
NOT TO SCALE

Line #	Length	Direction
L1	20.00'	N08°35'30"E
L2	20.00'	N81°24'32"W
L3	352.63'	N08°35'30"E
L4	88.46'	N17°32'04"W
L5	31.09'	N02°32'45"E
L6	125.28'	S17°10'40"E
L7	13.81'	S08°35'30"W

VICINITY MAP
NOT TO SCALE



P.O.C.
COMMON CORNER OF LOT 2, LOT 3, LOT 10, BLOCK 6 AND LOT 9, BLOCK 7, RESUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION, VOL. 3, PG. 52, H.C.M.R. N:16566392.7278 E:1091903.6903'

GENERAL NOTES:
1. ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.


SYMBOL LEGEND

R.O.W.	- RIGHT OF WAY	●	- END 1/2" IRON ROD
EXIST.	- EXISTING	H.C.M.R.	- HIDALGO COUNTY MAP RECORDS
---	- PARCEL BOUNDARY LINE	H.C.D.R.	- HIDALGO COUNTY DEED RECORDS
- - -	- EASEMENT LINE	O.R.H.C.	- OFFICIAL RECORDS OF HIDALGO COUNTY
- - - -	- R.O.W. LINE	⊥	- LOT LINE
- - - - -	- PROPERTY LINE	⊕	- CENTER LINE
- - - - -	- LOT LINE	⊖	- PROPERTY LINE


PRELIMINARY
SUBMITTAL FOR REVIEW
ONLY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.
LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

RESUBDIVISION SAN JUAN PLANTATION (VOL. 16, PG. 5, H.C.M.R.)			
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.)
60-P4-X2	145,648.85	2831533	3,433.83
		TO BE ACQUIRED (SQ. FT.)	142,215.02



HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



SAMES
SURVEY FIRM REG. NO. 101416-00
1800 W. 111th Street, Suite 100, Des Moines, IA 50319

200 S. 107th STREET, SUITE 1500 TEL: (515) 702-8860
MILLVILLE, IOWA 50551 FAX: (515) 702-8863

PLAT OF SURVEY: 60-P4-X2
DIST. NAME: PHARR
RCSJ No.: xxx-xx-xxx DATE: AUGUST 18, 2023
PROJECT X PARCELS HCRMA SHEET No. 1 OF 1



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

PARCEL 60-P4-X2

0.0078 (3,433.83 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 60-P4, CONVEYED TO H.C.R.M.A., AS RECORDED IN DOCUMENT NUMBER 3173350, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 2, RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BEING A 0.0078 (3,433.83 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 60-P4, CONVEYED TO H.C.R.M.A., AS RECORDED IN DOCUMENT NUMBER 3173350, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 2, RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 52, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

COMMENCING; AT A POINT, AT THE COMMON CORNER OF LOT 2, LOT 3, LOT 10, BLOCK 6, AND LOT 9, BLOCK 7, RESUBDIVISION SAN JUAN PLANTATION, BEING ON THE INTERSECTION OF LAS MILPAS ROAD (HAVING A 40.00' ORIGINAL R.O.W.) AND SAN JUAN ROAD (HAVING A 40.00 ORIGINAL R.O.W.), **THENCE;** NORTH 08°35'30" EAST, ALONG THE COMMON LINE OF LOT 2 AND LOT 3, OF SAID RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, A DISTANCE OF 20.00 FEET, **THENCE;** NORTH 81°24'32" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID LAS MILPAS ROAD, A DISTANCE OF 20.00 FEET, AT THE SOUTHEAST CORNER OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., BEING ON THE INTERSECTION OF THE WEST RIGHT OF WAY OF SAID SAN JUAN ROAD AND THE NORTH RIGHT OF WAY LINE OF SAID LAS MILPAS ROAD, **THENCE;** NORTH 08°35'30" EAST, ALONG THE EAST LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., BEING ON THE WEST RIGHT OF WAY LINE OF SAN JUAN ROAD, A DISTANCE OF 352.63 FEET, TO THE NORTHEAST CORNER OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., FOR THE **POINT OF BEGINNING** AND THE SOUTHEAST CORNER THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N=16566764.1619', E= 1091939.5819';

THENCE; NORTH 61°46'16" WEST, ALONG THE SOUTH RIGHT OF WAY LINE OF AN APPARENT 100.00' CANAL R.O.W., CONVEYED TO H.C.W.I.D. #2, A DISTANCE OF 327.82 FEET, TO A POINT, BEING ON THE WEST RIGHT OF WAY LINE OF SAID APPARENT 100.00' CANAL R.O.W., CONVEYED TO H.C.W.I.D. #2, FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 17°32'04" WEST, ALONG THE WEST RIGHT OF WAY LINE OF SAID APPARENT 100.00' CANAL R.O.W., CONVEYED TO H.C.W.I.D. #2, A DISTANCE OF 88.45 FEET, TO A POINT, ON THE WEST LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., BEING ON THE WEST RIGHT OF WAY LINE OF SAID APPARENT 100.00' CANAL R.O.W., CONVEYED TO H.C.W.I.D. #2, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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DUNS 834820735 CAGE CODE 66N60

THENCE; NORTH 02°32'45" EAST, ALONG THE WEST LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., A DISTANCE OF 31.09 FEET, TO A POINT, TO THE NORTHWEST CORNER OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 17°10'40" WEST, ALONG THE NORTH LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., A DISTANCE OF 125.28 FEET, TO A POINT, TO AN INTERIOR CORNER OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 63°50'24 EAST, ALONG THE NORTH LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., A DISTANCE OF 311.02 FEET, TO A POINT, TO THE NORTHEAST CORNER OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID SAN JUAN ROAD, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 08°35'30" EAST, ALONG THE EAST LINE OF SAID PARCEL 60-P4, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID SAN JUAN ROAD, A DISTANCE OF 13.81 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 0.0078 (3,433.83 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, LEO L. RODRIGUEZ, JR., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

LEO L. RODRIGUEZ, JR., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

PARCEL 61-P1-X

0.1575 (6,861.67 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 61-P1, AS RECORDED IN DOCUMENT NUMBER 2814226, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 6, BLOCK 16, JOHN CLOSNER AS RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BEING A 0.1575 (6,861.67 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 61-P1, AS RECORDED IN DOCUMENT NUMBER 2814226, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 6, BLOCK 16, JOHN CLOSNER AS RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

COMMENCING; AT A POINT, AT THE COMMON CORNER OF LOT 34, LOT 39, BLOCK 15, LOT 6 AND LOT 7, BLOCK 16, BEING ON THE CENTER LINE OF WEST DICKER ROAD (HAVING AN 80.00' R.O.W.), **THENCE;** NORTH 08°35'28" EAST, ALONG THE COMMON LINE OF LOT 34, BLOCK 15 AND LOT 6, BLOCK 16, A DISTANCE OF 40.00 FEET, TO A FOUND 1/2 INCH IRON ROD, ON THE SOUTH LINE OF SAID PARCEL 61-P1, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID WEST DICKER ROAD, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF AN APPARENT DRAIN DITCH, CONVEYED TO H.C.W.I.D. #2, FOR THE **POINT OF BEGINNING** AND THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N= 16569057.4388', E= 1091972.9847';

THENCE; NORTH 08°35'28" EAST, ALONG THE COMMON LINE OF LOT 34, BLOCK 15, AND LOT 6, BLOCK 16, OF SAID JOHN CLOSNER SUBDIVISION, A DISTANCE OF 63.25 FEET, TO A POINT, AT THE NORTHWEST CORNER OF SAID PARCEL 61-P1, BEING ON THE NORTH RIGHT OF WAY LINE OF SAID APPARENT DRAIN DITCH, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 81°38'28" EAST, ALONG THE NORTH LINE OF SAID PARCEL 61-P1, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID APPARENT DRAIN DITCH, A DISTANCE OF 7.27 FEET, TO A POINT, AT A CORNER OF SAID PARCEL 61-P1, BEING ON THE NORTH RIGHT OF WAY LINE OF SAID APPARENT DRAIN DITCH, FOR AN EXTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND

THENCE; SOUTH 51°36'26" EAST, ALONG THE NORTH LINE OF SAID PARCEL 61-P1, CONVEYED TO H.C.R.M.A., A DISTANCE OF 70.98 FEET, TO A FOUND 1/2 INCH IRON ROD, ON THE NORTH LINE OF SAID PARCEL 61-P1, CONVEYED TO H.C.R.M.A., FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 81°24'32" EAST, ALONG THE NORTH LINE OF SAID PARCEL 61-P1, CONVEYED TO H.C.R.M.A., A DISTANCE OF 128.25 FEET, TO A POINT, AT THE NORTHEAST CORNER OF SAID PARCEL 61-P1, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



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200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

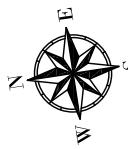
THENCE; SOUTH 08°35'28" WEST, ALONG THE EAST LINE OF SAID PARCEL OF 61-P1, CONVEYED TO H.C.R.M.A., A DISTANCE OF 28.00 FEET, TO A FOUND 1/2 INCH IRON ROD, AT THE SOUTHEAST CORNER OF SAID PARCEL 61-P1, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID WEST DICKER ROAD, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID APPARENT DRAIN DITCH, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; NORTH 81°24'32" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 61-P1, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID WEST DICKER ROAD, ALSO BEING ON THE SOUTH RIGHT OF WAY LINE OF SAID APPARENT DRAIN DITCH, A DISTANCE OF 197.11 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 0.1575 (6,861.67 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

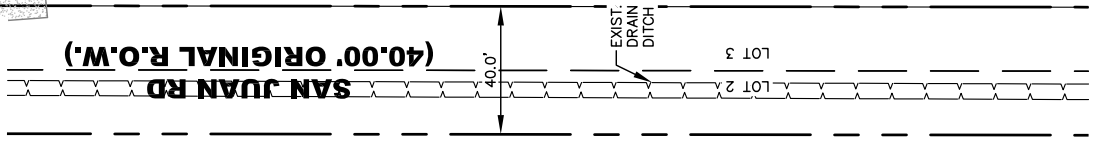
ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, LEO L. RODRIGUEZ, JR., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

LEO L. RODRIGUEZ, JR., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



SCALE: 1"=130'



EXIST. EAST R.O.W. LINE OF SAN JUAN ROAD
FND. 1" IRON PIPE

P.O.B.
N: 16567893.1900
E: 1092240.0590'

P.O.C.
COMMON CORNER OF LOT 3 AND LOT 4,
RESUBDIVISION OF SAN JUAN
PLANTATION SUBDIVISION,
VOL. 1, PG. 36, H.C.D.R.
N: 16567713.4282'
E: 1093429.9267'

0.18 (8034.49 SQ FT) ACRE TRACT
OF LAND OUT OF LOT 3,
RESUBDIVISION OF SAN JUAN
SUBDIVISION, HIDALGO COUNTY,
TEXAS, AS RECORDED IN VOLUME 1,
PAGE 36, HIDALGO COUNTY MAP
RECORDS

OWNER: HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY
DOCUMENT NUMBER: 2729022,
O.R.H.C.

A 33.56 ACRE TRACT OF LAND OUT OF LOT
3 AND LOT 4, RESUBDIVISION SAN JUAN
PLANTATION SUBDIVISION,
VOL. 1, PG. 36, H.C.M.R.

OWNER: CANITA INVESTMENTS, LLC. AND
VIRIDIO PROPERTIES, LLC.
DOCUMENT NUMBER 3245606,
O.R.H.C.

A 1.18 ACRE TRACT OF LAND OUT OF LOT 3,
SAN JUAN PLANTATION H.C.M.R.
VOL. 1, PG. 36, H.C.M.R.

OWNER: H.C.R.M.A.
DOCUMENT NUMBER 2729022
O.R.H.C.

SYMBOL LEGEND

R.O.W.	— RIGHT OF WAY	H.C.M.R.	— HIDALGO COUNTY MAP RECORDS
EXIST.	— EXISTING	H.C.D.R.	— HIDALGO COUNTY DEED RECORDS
---	--- PARCEL BOUNDARY LINE	O.R.H.C.	— OFFICIAL RECORDS OF HIDALGO COUNTY
---	--- EASEMENT LINE		— LOT LINE
---	--- R.O.W. LINE		— CENTER LINE
---	--- PROPERTY LINE		— PROPERTY LINE
---	--- LOT LINE		

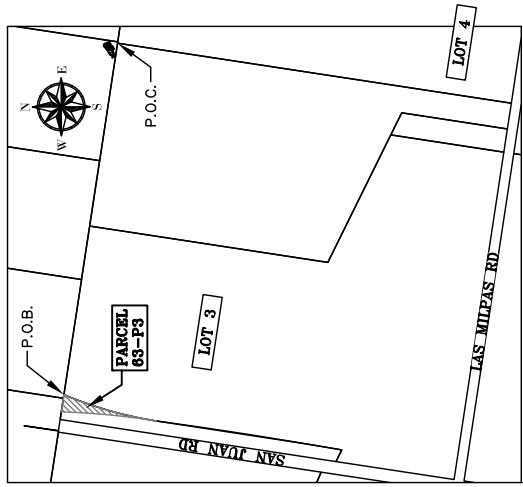
RESUBDIVISION SAN JUAN PLANTATION (VOL. 3, PG. 53, H.C.D.R.)

PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE TO BE ACQUIRED (SQ. FT.)	REMAINDER (SQ. FT.)
63-P3	8,034.49	2729022	0.00

PRELIMINARY
SUBMITTAL FOR REVIEW
ONLY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY
PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT.

LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



VICINITY MAP
NOT TO SCALE

Parcel Line Table

Line #	Length	Direction
L1	66.45'	S81°23'57"E
L2	37.13'	N08°35'08"E

CURVE DATA TABLE

CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	369.88'	1,510.22'	14°02'00"	S15°52'05"W	368.96'
C2	329.62'	3,054.00'	61°1'00"	N05°09'37"E	329.46'

GENERAL NOTES:
1. ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.
2. NO VISIBLE, APPARENT, OR DOCUMENTED IRRIGATION EASEMENTS.
3. NO TITLE

200 S. 10TH STREET, SUITE 1500 TEL: (956) 702-8860
MCKAYEN, TEXAS 78601 FAX: (956) 702-8868

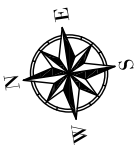
SURVEY FROM REC. No. 101416-00
1/24/2024 TO 1/1/2024

PLAT OF SURVEY: 63 - P3

DIST. NAME: PHARR

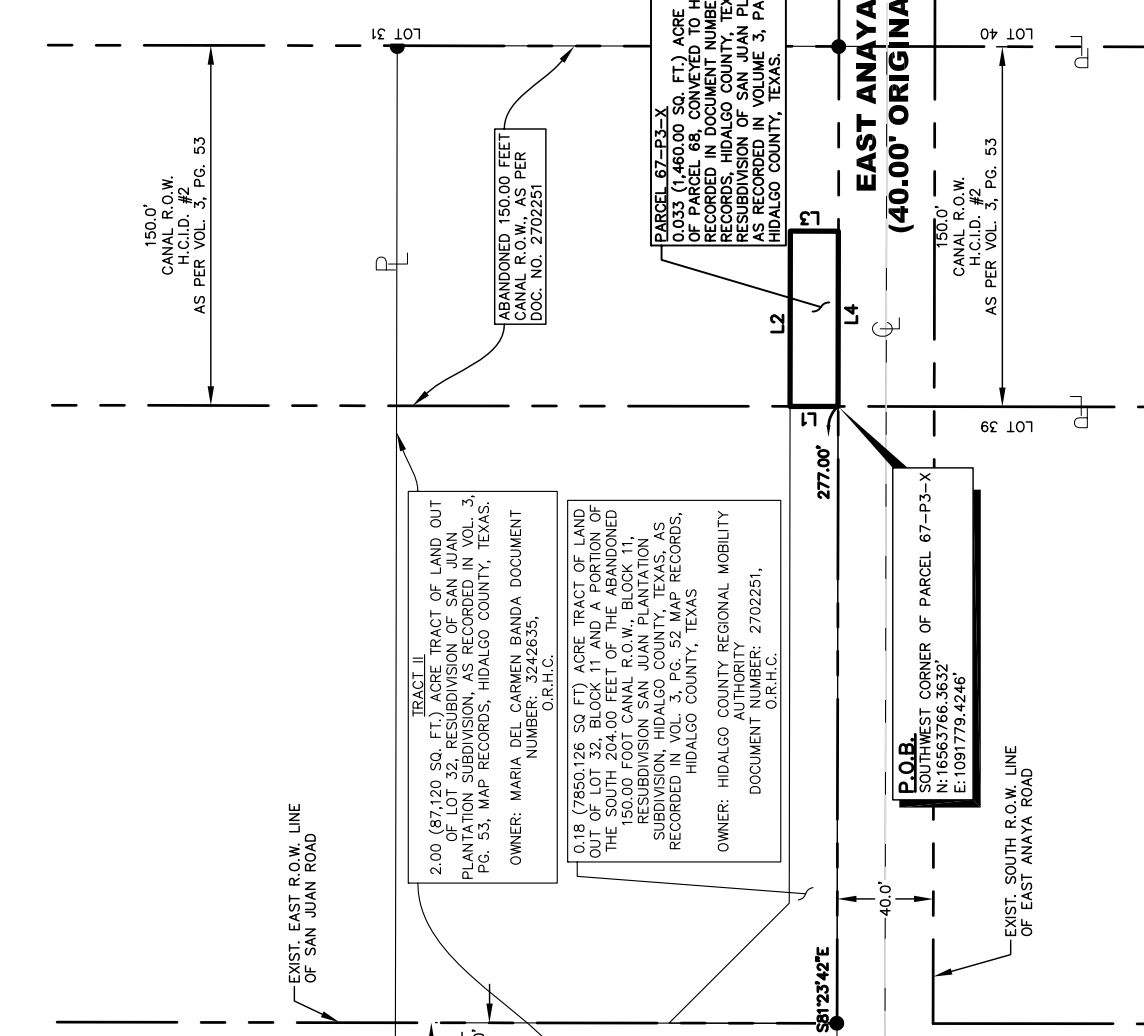
RCSJ No.: xxxx-xx-xxx DATE: AUGUST 18, 2023

PROJECT X PARCELS HCRMA SHEET No. 1 OF 1



SCALE: 1" = 80'

SAN JUAN ROAD (40.00' ORIGINAL R.O.W.)



TRACT II
2.00 (87,120 SQ. FT.) ACRE TRACT OF LAND OUT OF LOT 32, RESUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOL. 3, PG. 53, MAP RECORDS, HIDALGO COUNTY, TEXAS.
OWNER: MARIA DEL CARMEN BANDA DOCUMENT NUMBER: 3242635, O.R.H.C.

0.18 (7850.126 SQ FT) ACRE TRACT OF LAND OUT OF LOT 32, BLOCK 11 AND A PORTION OF THE SOUTH 204.00 FEET OF THE ABANDONED 150.00 FOOT CANAL R.O.W., BLOCK 11, RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOL. 3, PG. 52 MAP RECORDS, HIDALGO COUNTY, TEXAS
OWNER: HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY DOCUMENT NUMBER: 2702251, O.R.H.C.

PARCEL 67-P3-X
0.033 (1,480.00 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 68, CONVEYED TO H.C.R.M.A., AS RECORDED IN DOCUMENT NUMBER 2702251, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 32, RESUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS.

P.O.C.
COMMON CORNER OF LOT 32, LOT 33, LOT 38 AND LOT 39, RESUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION, VOL. 3, PG. 53, H.C.D.R.
N: 16563788.0333'
E: 1091502.5507'

P.O.B.
SOUTHWEST CORNER OF PARCEL 67-P3-X
N: 16563786.3632'
E: 1091779.4246'

Parcel Line Table

Line #	Length	Direction
L1	20.00'	N08°36'14"E
L2	73.00'	S81°23'46"E
L3	20.00'	S08°36'14"W
L4	73.00'	N81°23'46"W

GENERAL NOTES:
1. ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.

SYMBOL LEGEND

- R.O.W. — RIGHT OF WAY
- EXIST. — EXISTING
- PARCEL BOUNDARY LINE
- - - EASEMENT LINE
- R.O.W. LINE
- PROPERTY LINE
- LOT LINE
- — FND. 1/2" IRON ROD
- H.C.M.R. — HIDALGO COUNTY MAP RECORDS
- H.C.D.R. — HIDALGO COUNTY DEED RECORDS
- O.R.H.C. — OFFICIAL RECORDS OF HIDALGO COUNTY
- ⊥ — LOT LINE
- ⊕ — CENTER LINE
- ⊖ — PROPERTY LINE

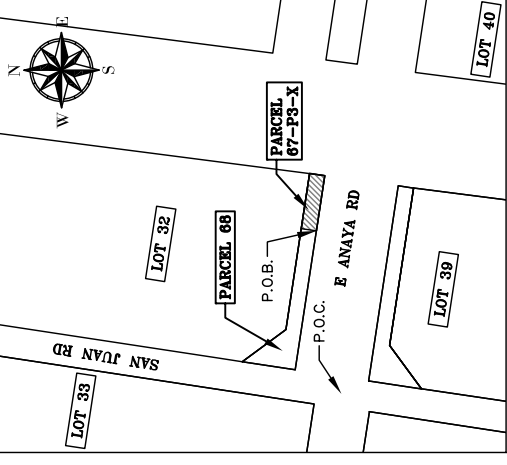
RESUBDIVISION SAN JUAN PLANTATION SUBDIVISION (VOL. 3, PG. 53, H.C.D.R.)

PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE (SQ. FT.)	TO BE ACQUIRED REMAINDER (SQ. FT.)
67-P3	7850.1260	270251	1480.00
			6,390.126

PRELIMINARY
SUBMITTAL FOR REVIEW
ONLY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

LEO L. RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448
DATE



VICINITY MAP
NOT TO SCALE



200 S. 10TH STREET, SUITE 1500 TEL: (956) 702-8860
MCKAY, TEXAS 78601 FAX: (956) 702-8868



SURVEY FROM BEC. No. 101416-00
1/24/24 TO 1/1/2024 TO 1/1/2024

PLAT OF SURVEY: 67-P3-X

DIST. NAME: PHARR

RCSJ No.: xxxx-xx-xxx DATE: AUGUST 18, 2023

PROJECT X PARCELS HCRMA SHEET No. 1 OF 1



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

PARCEL 67-P3-X

0.033 (1,460.03 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 68, CONVEYED TO H.C.R.M.A., AS RECORDED IN DOCUMENT NUMBER 2702251, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 32, RESUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS.

BEING A 0.033 (1,460.03 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 68, CONVEYED TO H.C.R.M.A., AS RECORDED IN DOCUMENT NUMBER 2702251, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 32, RESUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 53, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

COMMENCING; AT A POINT, AT THE COMMON CORNER OF LOT 32, LOT 33, LOT 38, AND LOT 39, OF SAID RESUBDIVISION OF SAN JUAN PLANTATION SUBDIVISION, BEING ON THE INTERSECTION OF SAN JUAN ROAD (HAVING A 40.00' ORIGINAL R.O.W.) AND EAST ANAYA ROAD (HAVING A 40.00' R.O.W.), **THENCE;** NORTH 08°36'14" EAST, ALONG THE COMMON LINE OF LOT 32 AND LOT 33, OF SAID RESUBDIVISION OF SAN JUAN PLANTATION, BEING ON THE CENTER LINE OF SAID SAN JUAN ROAD, A DISTANCE OF 20.00 FEET, TO A POINT, ON THE COMMON LINE OF LOT 32 AND LOT 33, OF SAID RESUBDIVISION OF SAN JUAN PLANTATION, **THENCE;** SOUTH 81°23'42" EAST, A DISTANCE OF 20.00 FEET, PASSING A FOUND 1/2 INCH IRON ROD, AT THE SOUTHWEST CORNER OF SAID PARCEL 68, CONVEYED TO H.C.R.M.A., BEING ON THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF SAID SAN JUAN ROAD AND THE NORTH RIGHT OF WAY LINE OF SAID EAST ANAYA ROAD, CONTINUING TO A TOTAL DISTANCE OF 277.00 FEET, FOR THE **POINT OF BEGINNING** AND SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N= 16563766.3632', E= 1091779.4246';

THENCE; NORTH 08°36'14" EAST, A DISTANCE OF 20.00 FEET, TO A POINT, ON THE NORTH LINE OF SAID PARCEL 68, CONVEYED TO H.C.R.M.A., FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 81°23'46" EAST, ALONG THE NORTH LINE OF SAID PARCEL 68, CONVEYED TO H.C.R.M.A., A DISTANCE OF 73.00 FEET, TO A POINT, AT THE NORTHEAST CORNER OF SAID PARCEL 68, CONVEYED TO H.C.R.M.A., FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 08°36'14" WEST, ALONG THE EAST LINE OF SAID PARCEL 68, CONVEYED TO H.C.R.M.A., A DISTANCE OF 20.00 FEET, TO A POINT, AT THE SOUTHEAST CORNER OF SAID PARCEL 68, CONVEYED TO H.C.R.M.A., FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



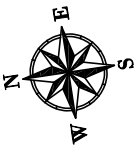
Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

THENCE; NORTH 81°23'46" WEST, ALONG THE SOUTH LINE OF SAID PARCEL 68, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID EAST ANAYA ROAD, A DISTANCE OF 73.00 FEET, TO THE **POINT OF BEGINNING**, CONTAINING A 0.033 (1,460.03 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

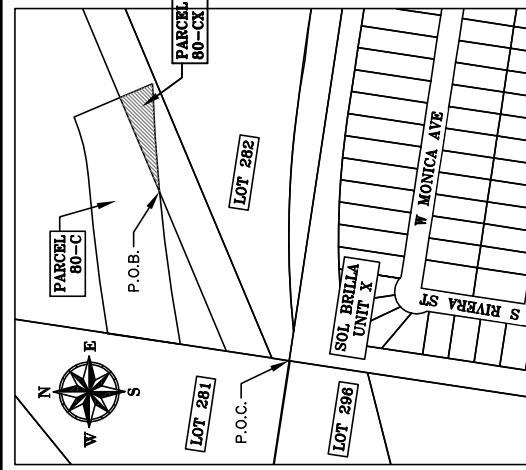
ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, LEO L. RODRIGUEZ, JR., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

LEO L. RODRIGUEZ, JR., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448



SCALE: 1" = 130'



VICINITY MAP

NOT TO SCALE

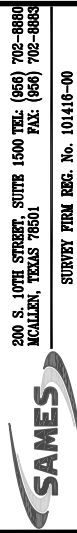
TRACT 36A.1
7.01 ACRE TRACT OF LAND OUT OF LOT 282,
KELLY PHARR SUBDIVISION, AS RECORDED IN
VOL. 3, PG. 133, DEED RECORDS, HIDALGO
COUNTY, TEXAS.

EASEMENT OWNER: COUNTY OF HIDALGO
VOL. 1377, PG. 537
H.C.D.R.

CURVE DATA TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	208.66'	4,163.47'	2°53'10"	N81°15'26"E	209.64'
C2	393.35'	4,163.47'	5°24'50"	S85°24'23"W	393.20'

GENERAL NOTES:

- ALL BEARINGS AND DISTANCE ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM, (NAD 83), TEXAS SOUTH ZONE.



PLAT OF SURVEY: 80 - CX

DIST. NAME: PHARR

RCSJ No.: xxxx-xx-xxx

PROJECT: X PARCELS HCRIMA

SHEET No. 1 OF 1

DATE: AUGUST 18, 2023

TRACT 36B.2
6.83 ACRE TRACT OF LAND OUT OF LOT
282, KELLY PHARR SUBDIVISION, AS
RECORDED IN VOL. 3, PG. 133, DEED
RECORDS, HIDALGO COUNTY, TEXAS.
EASEMENT OWNER: COUNTY OF HIDALGO
VOL. 1377, PG. 537
H.C.D.R.

PARCEL 80-C
2,070 (90,178.75 SQ. FT.) ACRE TRACT
OF LAND OUT OF LOT 282, KELLY
PHARR SUBDIVISION, AS RECORDED IN
VOLUME 3, PAGE 133, MAP RECORDS,
HIDALGO COUNTY, TEXAS.
OWNER: HIDALGO COUNTY REGIONAL
MOBILITY AUTHORITY
DOCUMENT NUMBER 2803495
O.R.H.C.

PARCEL 80-CX
0.497 (21,659.71 SQ. FT.) ACRE
TRACT OF LAND OUT OF PARCEL
80-C, AS RECORDED IN
DOCUMENT NUMBER 2803495,
OFFICIAL RECORDS, HIDALGO
COUNTY, TEXAS. LOT 282, KELLY
PHARR SUBDIVISION AS RECORDED
IN VOLUME 3, PAGE 133, DEED
RECORDS, HIDALGO COUNTY,
TEXAS.

3.15 ACRE TRACT OF LAND OUT
OF LOT 282, KELLY PHARR
SUBDIVISION, AS RECORDED IN
VOL. 3, PG. 133, DEED
RECORDS, HIDALGO COUNTY,
TEXAS.
DEED OWNER: HIDALGO COUNTY
WATER IMPROVEMENT DISTRICT
NO. 2
DOC. NO. 3270743
O.R.H.C.

SYMBOL LEGEND

- R.O.W. — RIGHT OF WAY
- EXIST. — EXISTING
- PARCEL BOUNDARY LINE
- EASEMENT LINE
- - - R.O.W. LINE
- PROPERTY LINE
- - - LOT LINE

- — FND. 1/2" IRON ROD
- H.C.M.R. — HIDALGO COUNTY MAP RECORDS
- H.C.D.R. — HIDALGO COUNTY DEED RECORDS
- O.R.H.C. — OFFICIAL RECORDS OF HIDALGO COUNTY
- LOT LINE
- CENTER LINE
- PROPERTY LINE

KELLY PHARR SUBDIVISION (VOL. 3, PG. 133, H.C.D.R.)			
PARCEL ID	EXISTING (SQ. FT.)	CONVEYANCE DOC. NO.—VOL & PG	TO BE ACQUIRED REMAINDER(SQ. FT.)
80-C	90,179.13	VOL. 20, PG. 617	21,659.71
			68,519.42

PRELIMINARY
SUBMITTAL FOR REVIEW
ONLY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY
PURPOSES AND SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT.
LEO L. RODRIGUEZ, JR. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

LOT 281 - PORCION 69
LOT 296 - PORCION 69

LOT 282 - PORCION 69
LOT 295 - PORCION 69

EXIST. NORTH R.O.W. LINE
OF APPARENT 80.00' CANAL R.O.W.

P.O.C.
COMMON CORNER OF LOT 281, LOT 282,
LOT 295 AND LOT 296, KELLY PHARR
SUBDIVISION, VOL. 3, PG. 133, H.C.D.R.
N: 16577370.6276'
E: 1081041.9356'

P.O.B.
SOUTHWEST CORNER OF PARCEL 80-CX
N: 16577640.8940'
E: 1081284.4547'

EXIST. CALICHE ROAD

LOT 281 - PORCION 69
LOT 282 - PORCION 69

APPARENT 80.0' CANAL R.O.W.
H.C.W.I.D. #2

EXIST. TOP OF CANAL

37.14'

122.62'

S27°58'35"E

40.0'

40.0'

40.0'

40.0'



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

METES AND BOUNDS DESCRIPTION

PARCEL 80-CX

0.497 (21,659.71 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 80-C, AS RECORDED IN DOCUMENT NUMBER 2803495, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 282, KELLY PHARR SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS.

BEING A 0.497 (21,659.71 SQ. FT.) ACRE TRACT OF LAND OUT OF PARCEL 80-C, AS RECORDED IN DOCUMENT NUMBER 2803495, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOT 282, KELLY PHARR SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 133, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS, AS FOLLOWS:

COMMENCING; AT A POINT, AT THE COMMON CORNER OF LOT 281, LOT 282, LOT 295, AND LOT 296, OF SAID KELLY PHARR SUBDIVISION, **THENCE;** NORTH 08°25'33" EAST, ALONG THE COMMON LINE OF LOT 281 AND LOT 282, A DISTANCE OF 241.00 FEET, TO A POINT, AT THE SOUTHWEST CORNER OF SAID PARCEL 80-C, CONVEYED TO H.C.R.M.A., AT THE START OF A CURVE TO THE RIGHT, **THENCE;** IN A NORTHEASTERLY DIRECTION WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4,163.47 FEET, ARC LENGTH 209.66 FEET, CHORD BEARING NORTH 81°15'26" EAST, CHORD DISTANCE 209.64 FEET, AND A DELTA OF 2°53'10", TO A POINT, ON THE SOUTH LINE OF SAID PARCEL 80-C, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF AN APPARENT 80.00' HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NUMBER 2 CANAL RIGHT OF WAY, FOR THE **POINT OF BEGINNING** AND THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND, HAVING A GRID COORDINATE OF N= 16577640.8940', E= 1081284.4547';

THENCE; NORTH 67°14'07" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF SAID APPARENT 80.00' HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NUMBER 2 CANAL RIGHT OF WAY, A DISTANCE OF 373.14 FEET, TO A POINT, ON THE EAST LINE OF SAID PARCEL 80-C, CONVEYED TO H.C.R.M.A., BEING ON THE NORTH RIGHT OF WAY LINE OF SAID APPARENT 80.00' HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NUMBER 2 CANAL RIGHT OF WAY, FOR NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;

THENCE; SOUTH 22°58'35" EAST, ALONG THE EAST LINE OF SAID PARCEL 80-C, CONVEYED TO H.C.R.M.A., A DISTANCE OF 122.62 FEET, TO A POINT, AT THE START OF A CURVE TO THE RIGHT, FOR THE SOUTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT OF LAND;



Engineering Firm Reg # 10602 Surveying Firm Reg # 101416-00
200 S. 10th Street, Suite 1500, McAllen, Texas 78501 Phone: (956) 702-8880 Fax: (956) 702-8883
DUNS 834820735 CAGE CODE 66N60

THENCE; IN A SOUTHWESTERLY DIRECTION WITH SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 4,163.47 FEET, ARC LENGTH 393.35 FEET, CHORD BEARING SOUTH 85°24'23" WEST, CHORD DISTANCE 393.20 FEET, AND A DELTA OF 5°24'50", TO THE **POINT OF BEGINNING**, CONTAINING A 0.497 (21,659.71 SQ. FT.) ACRE TRACT OF LAND, MORE OR LESS.

ALL BEARINGS AND DISTANCES ARE BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, U.S. SURVEY FEET, GRID. BEARINGS AND DISTANCES IN PARENTHESIS ARE BASED ON RECORDED PLAT OR DOCUMENT.

I, LEO L. RODRIGUEZ, JR., R.P.L.S. CERTIFY THAT THE ABOVE METES AND BOUNDS ARE TRUE AND IS THE RESULT OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION.

LEO L. RODRIGUEZ, JR., R.P.L.S. DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

EXHIBIT H-2
Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Hidalgo County Regional Mobility Authority (Authority). **NOTE: Attachment H-2 is required to be attached to each contract that does not include work authorizations. Attachment H-2 is required to be attached with each work authorization. Attachment H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line:** _____ **and attach with the work authorization or supplemental work authorization.**

Contract #: 01-S18-14-04 Assigned Goal: 0.0% Prime Provider SAMES, Inc.
 Work Authorization (WA)#: 20 WA Amount: \$56,245.00 Date: _____
 Supplemental Work Authorization (SWA) #: 1 to WA #: 20 SWA Amount: \$15,715.00
Revised WA Amount: \$71,960.00

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
Survey	\$15,715.00
FC	\$0
Total Commitment Amount <i>(Including all additional pages.)</i>	\$15,715.00

IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.

Provider Name: SAMES, Inc. Address: 200 S 10th Street, Suite 1607, McAllen, Texas 78501 VID Number: 12629412888 PH: (956) 702-8880; FX: (956) 702 -8883 Email: <u>sam@samengineering-surveying.com</u>	Name: <u>Samuel Maldonado</u> <i>(Please Print)</i> Title: <u>Principal</u> _____ Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: (XXX) XXX-XXXX; FX: (XXX) XXX-XXXX Email:	Name: _____ <i>(Please Print)</i> Title: _____ _____ Signature Date
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: PH: FX: Email:	Name: _____ <i>(Please Print)</i> Title: _____ _____ Signature Date

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-48

**APPROVAL OF CONTRACT AMENDMENT 22 TO THE
PROFESSIONAL SERVICE AGREEMENT WITH SAMES,
INC. TO INCREASE THE MAXIMUM PAYABLE
AMOUNT FOR SUPPLEMENTAL NUMBER 1 TO WORK
AUTHORIZATION NUMBER 20**

THIS RESOLUTION is adopted this 28th day of November 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, creating the Technical Committee, comprised of senior level engineers and professionals from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013-53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on February 23, 2016, the Authority approved Resolution 2016- 24 Work Authorization 1 to the Professional Service Agreement with SAMES, Inc. to provide revised survey for the SH 365 Segment 1 & 2 Parcel 16 in the amount of \$2,935.00; and

WHEREAS, on March 22, 2016, the Authority approved Resolution 2016-44 Work Authorization 2 to the Professional Service Agreement with SAMES, Inc. to provide revised parcels 13P1, 13P2, 22, 26, 31, 39 and Salinas parcel for State Highway 365 Project in the amount of \$13,567.50 for a revised amount of \$16,502.50 for Work Authorizations 1 and 2. The maximum payable amount remains at \$25,000; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-58 for Work Authorization 3 to the professional service agreement with SAMES Engineering to provide modifications to Parcel(s) 5 Part 5-AQ and 5- Part 5-R; 7 and 15 for State Highway 365 in the amount of \$13,085.00; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-59 for Contract Amendment 1 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 3 in the amount of \$4,587.50; and

WHEREAS, on May 26, 2016, the Authority approved Resolution 2016-79 Work Authorization 4 to the professional service agreement with SAMES Engineering to provide Parcels 5B, 36B and 80 for State Highway 365 in the amount of \$5,085.00 whereas only \$4,060.00 were expended; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-81 Work Authorization 5 to the professional service agreement with SAMES Engineering to provide parcels 107- A , 13P2, 102, 20, 108, 110, 111, 112 and 113 for the 365 Tollway Project in the amount of \$22,325.00; and

WHEREAS, on June 28, 2016, the Authority approved Resolution 2016-82 Contract Amendment 2 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 4 & 5 in the amount of \$26,385.00 for a revised increase of a maximum payable amount of \$55,972.50; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-97 for Work Authorization 3 Supplemental 1 to the professional service agreement with SAMES Engineering for a no-cost time extension for parcel revision to the 365 Tollway Project; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-98 for Work Authorization 6 to the professional service agreement with SAMES Engineering to provide parcels 7, 7B, and 9P2 for Segment 2 of the 365 Tollway Project in the amount of \$4,080.00; and

WHEREAS, on July 26, 2016, the Authority approved Resolution 2016-99 for Contract Amendment 3 to the professional service agreement with SAMES Engineering for Work Authorization 6 in the amount of \$4,080.00 for a revised increase of a maximum payable amount of \$60,052.50; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-105 for Work Authorization 7 to the professional service agreement with SAMES Engineering to provide right of way staking for Veterans Road and Hi-Line Road for utility relocations in the amount of \$5,650.00; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-106 for Contract Amendment 4 to the professional service agreement with SAMES Engineering for Work Authorization Numbers 7 in the amount of \$5,650.00 for a revised increase a maximum payable amount of \$65,720.50; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-112 Work Authorization 8 to the professional service agreement with SAMES Engineering to provide revisions to parcel 49 P1 in the amount of \$1,625.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-113 Work Authorization 9 to the professional service agreement with SAMES Engineering to provide construction monuments for the 365 Tollway Project in the amount of \$26,365.00; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-114 Contract Amendment 5 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 8 & 9 in the amount of \$27,990.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-123 Work Authorization 10 to the professional service agreement with SAMES Engineering to provide parcel sketches for corner clips at Steward Road & US 281/Military Highway as part of the Overpass/BSIF Connector for 365 Tollway Project in the amount of \$1,270.00; and

WHEREAS, on November 1, 2016 the Authority approved Resolution 2016-124 Contract Amendment 6 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 10 in the amount of \$1,270.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-125 Work Authorization 11 to the professional service agreement with SAMES Engineering to provide surveys for parcels 21, 22, 22C Lateral D and Pawlik tract as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, on November 15, 2016 the Authority approved Resolution 2016-126 Contract Amendment Number 7 to the Professional Service Agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 11 as part of the 365 Tollway Project in the amount of \$12,030.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-02 Work Authorization 12 to the professional service agreement with SAMES Engineering to update surveys 22D and 108 as part of the 365 Tollway Project in the amount of \$1,840.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-05 Work Authorization 13 to the professional service agreement with SAMES Engineering to update survey 20 and provide surveys for parcels OD2 & OD3 as part of the 365 Tollway Project in the amount of \$9,715.00; and

WHEREAS, on January 24, 2017 the Authority approved Resolution 2017-03 Contract Amendment 8 to the professional services agreement with SAMES Engineering to increase the maximum amount payable for Work Authorization 12 & 13 as part of the 365 Tollway Project in the amount of \$11,555.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-14 Work Authorization 14 to the professional service agreement with SAMES Engineering to provide parcel sketches for offsite drainage outfall parcels for the 365 Tollway Project in the amount of \$83,030.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-15 Work Authorization 15 to the professional service agreement with SAMES Engineering to provide subsurface utility engineering for utility relocation as part of the 365 Tollway Project in the amount of \$44,948.00; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-16 Contract Amendment 9 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Numbers 14 and 15 in the amount of \$127,978.00; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-36 Supplemental Number 2 to Work Authorization Number 3 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide surveys for Parcels 5, 5P and 15; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-37 Supplemental Number 1 to Work Authorization Number 9 to the professional service agreement with SAMES Engineering for a no-cost time extension to provide construction control monuments; and

WHEREAS, on March 28, 2017 the Authority Approved Resolution 2017-38 to Work Authorization Number 16 to the professional service agreement with SAMES Engineering to provide a survey for parcel 36A as part of the 365 Tollway Project in the amount of \$3,230.00; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-39 Contract Amendment 10 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 16 in the amount of \$3,230.00; and

WHEREAS, on August 29, 2017 the Authority approved Resolution 2017-74 Approval of Work Authorization 15 – Supplemental 1 to the professional services agreement with SAMES Engineering for additional Subsurface Utility Engineering for the 365 Tollway Project in the amount of \$20,926.00; and

WHEREAS, on August 22, 2017 the Authority approved Resolution 2017-75 Contract Amendment 11 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 15 – Supplemental 1 in the amount of \$20,926.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-12 Approval of Work Authorization 3 - Supplemental 3 to the Professional Services Agreement with SAMES Inc. for a no cost-extension to invoice 100% of Parcel 5P5, HVI acquisition; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-13 Approval of Work Authorization 14 - Supplemental 1 to the Professional Services Agreement with SAMES Inc. for a no cost-extension for the outfall development; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-14 Approval of Work Authorization 17 with SAMES Inc. for the HCID2 parcel adjacent to Parcel 65P9 near Hi Line Road in the amount of \$2,080.00; and

WHEREAS, on March 27, 2018 the Authority approved Resolution 2018-15 Contract Amendment 12 to the professional service agreement with SAMES Engineering for increase in maximum amount payable for Work Authorization Number 17 in the amount of \$2,080.00; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-37 Contract Amendment 13 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-56 Work Authorization 14 Supplemental 2 to the professional services agreement with SAMES Engineering for Off-Site Outfalls/Irrigation Parcels for the 365 Toll Project in the amount of \$4,370.00; and

WHEREAS, on October 23, 2018 the Authority approved Resolution 2018-57 Contract Amendment 14 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 14 – Supplemental 2 in the amount of \$4,370.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-04 Work Authorization 18 to the professional services agreement with SAMES Engineering for I-Road parcels for the 365 Tollway Project in the amount of \$6,350.00; and

WHEREAS, on January 22, 2019 the Authority approved Resolution 2019-05 Contract Amendment 15 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 18 in the amount of \$6,350.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-06 Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$1,180.00; and

WHEREAS, on March 23, 2021 the Authority approved Resolution 2021-07 Contract Amendment 16 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization 19 in the amount of \$1,180.00; and

WHEREAS, on April 27, 2021 the Authority approve Resolution 2021-11 Supplemental Agreement 1 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$2,330.00; and

WHEREAS, on April 27, 2021 the Authority approved Resolution 2021-12 Contract Amendment 17 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 1 to Work Authorization 19 in the amount of \$2,330.00; and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-16 Supplemental Agreement 2 to Work Authorization 19 to the professional services agreement with SAMES Engineering for 365 Toll/HCID2 parcel updates for the 365 Tollway Project in the amount of \$3,180.00. and

WHEREAS, on May 26, 2021 the Authority approved Resolution 2021-17 Contract Amendment 18 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 2 to Work Authorization 19 in the amount of \$3,180.00; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-19 Supplemental Agreement 3 to Work Authorization 19 to the professional services agreement with SAMES Engineering for re-issuing HCDD #1 Outfall parcels updates for the 365 Tollway Project in the amount of \$3,595.00; and

WHEREAS, on June 22, 2021 the Authority finds it necessary to approve Resolution 2021-20 Contract Amendment 19 to the professional services agreement with SAMES Engineering to increase the maximum payable amount for Supplemental Agreement 3 to Work Authorization 19 in the amount of \$3,595.00; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-67 Contract Amendment 20 to the professional services agreement with SAMES Engineering for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor projects; and

WHEREAS, on March 28, 2023 the Authority approved Resolution 2023-20 Approval of Contract Amendment 21 to the Professional Services Agreement with SAMES Engineering to increase the maximum payable amount for Work Authorization Number 20 and Work Authorization 21; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-48 Approval of Contract Amendment 22 to the Professional Services Agreement with SAMES Engineering to increase the maximum payable amount of \$15,715.00 for Supplemental No. 1 to Work Authorization Number 20 for a total maximum payable amount of \$367,526.50.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

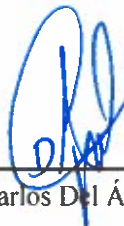
Section 2. The Board hereby approves Resolution 2023-48 to the professional service agreement with SAMES Engineering to increase the maximum payable amount for Supplemental No. 1 to Work Authorization Number 20 in the amount of \$15,715.00 for a revised maximum payable of \$367,526.50 for the 365 Tollway hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment 22 to the Professional Services Agreement for Surveying Services with SAMES Engineering as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 28th day of November 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Juan Carlos Del Ángel, Secretary/Treasurer

Exhibit A

Contract Amendment # 22

to

Professional Service Agreement with

SAMES, Inc.

for

Surveying Services

CONTRACT AMENDMENT NO. 22
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES

THIS CONTRACT AMENDMENT NO 22 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Article III Compensation and Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and SAMES, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article III Compensation

Article III Compensation shall be amended to increase the amount payable under this contract from \$351,811.50 to \$367,526.50 for a total increase of \$15,715.00 due to additional scope and effort outlined in Supplemental No. 1 to Work Authorization No. 20.

This Contract Amendment No. 22 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Contract Amendment is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR

THE AUTHORITY

(Signature)
Samuel D. Maldonado, PE, RPLS

(Signature)
Pilar Rodriguez, P.E.

Principal
(Title)

Executive Director
(Title)

(Date)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
BOARD RESOLUTION NO. 2023-49

ADOPTION OF HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2024 OPERATING AND CAPITAL BUDGET

THIS RESOLUTION is adopted this 12th day of December, 2023 by the Board of Director of the Hidalgo County Regional Mobility Authority.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”); is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Authority was created by Order of Hidalgo County (the “County”) dated October 26, 2004; Petition of the County dated April 21, 2005; and a Minute Order of the Texas Transportation Commission (the “Commission”) dated November 17, 2005, pursuant to provisions under the Act the Authority; and

WHEREAS, the Authority is required to report to the Texas Department of Transportation the annual operating and capital budget adopted pursuant to the Texas Administrative Code, Title 43, Part 1, Chapter 26, Subchapter G (Regional Mobility Authority Reports and Audits), as amended; and

WHEREAS, the Authority’s fiscal year commences on January 1, 2024 and ends on December 31, 2024; and

WHEREAS, the Authority has reviewed the proposed Fiscal Year 2024 Budget for the necessary operating and capital expenses;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTOR OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board adopts the Fiscal Year 2024 Operating and Capital Budget, hereto attached as Exhibit A.
- Section 3. The Board of Directors authorize the Executive Director to manage and administer the Fiscal Year 2024 Operating and Capital Budget.

Passed and Approved as to be effective immediately this 12th day of December 2023, at a regular meeting of the Board of Directors of the Hidalgo County Regional Mobility Authority at which a quorum was present and which was held in accordance with the provisions of Chapter 551, Texas Government Code.



S. David Deanda, Jr., Chairman

Attest:



Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
FISCAL YEAR 2024
OPERATING AND CAPITAL BUDGET



Board of Directors

S. David Deanda, Jr., Chairman
Ezequiel Reyna, Jr., Vice-Chairman
Juan Carlos Del Ángel, Director
Gabriel Kamel, Director
Francisco “Frank” Pardo, Director
Sergio Saenz, Director
Michael J. Williamson, Director

December 6, 2023

Chairman Deanda
Members of the Board of Directors
Hidalgo County Regional Mobility Authority
Citizens of Hidalgo County
Pharr, Texas 78577

We are pleased to present the Preliminary Budget for the Hidalgo County Regional Mobility Authority (Authority) for the year ending December 31, 2024. Copies are available for inspection at the Executive Director’s Office and the Authority’s website, www.hcrma.net.

GUIDELINES FOR DEVELOPING THIS YEAR’S BUDGET

The Budget has been developed consistent with the Authority’s mission statement, *“To provide our customers with a rapid and reliable alternative for the safe and efficient movement of people, goods and services”*, complementing the Strategic Plan, a summary of which is included in this document, and will be implemented by staff according to the Authority’s Vision—*Enhance the quality of life and economic vitality of the region*. We believe that it is realistic, attainable and cost-effectively meets the level of effort, envisioned in the mission statement, which you have directed the Authority’s staff to provide within the constraints of the Authority’s budgetary and financial policies.

OVERVIEW OF THIS YEAR’S BUDGET

The year begins with estimated working capital, debt service funds, and construction project balances at \$117M. Total resources are expected to add to that almost \$94.5M. Of that amount: \$7.5M is expected to be received through vehicle registration fees, \$1.3M in permit fees, 84.0M in federal grant and 1.3M from internal sources. Total appropriations amount to \$142.8M--\$4.6M of which is dedicated to operations, \$8.7M to debt service, and \$129.5M in capital construction of the 365 Tollway Project. At this level of activity, we anticipate that ending working capital, debt service funds, and capital construction will approximate \$68.8M.

CURRENT YEAR ISSUES

Revenues

A conservative approach was taken regarding the Vehicle Registration Revenues and were budgeted at \$7.5M as compared to \$7.4M in 2023. Permit fees were budgeted at \$1.3M.

Operating Budget

The estimated operating budget is \$3.7M. This represents an increase of \$6.07K or 20% as compared to last year.

Capital Outlay and Non-Capital Outlay

Amount budgeted this year is \$1.1M, which consists of: \$1.1M administration; \$11K construction management; and \$10K for project management. This represents a net increase of \$99K as compared to last year. The net increase is mainly attributed to the potential purchase of land from Texas Department of Transportation.

SUMMARY

We believe that this budget is realistic, attainable and cost-effectively meets not only the existing advance project development pace, which you have directed Authority staff to follow. It also addresses the issues that arose during the budget process. It will be closely monitored as to the performance of revenues and compliance with appropriations limits, with periodic reports provided to the Board of Directors.

In closing, I want to thank Celia Gaona, Chief Auditor/Compliance Officer Manager and Jose Castillo, Chief Financial Officer for each's contribution and efforts during the budget process and preparation of this document. Additionally, I would like to thank the Chairman and the Board of Directors for their direction and continued support of management and staff.

Respectfully Submitted,
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY



Pilar Rodriguez, PE
Executive Director

**Hidalgo County Regional Mobility Authority
2024 Combined Preliminary Budget Summary
All Funds**

	Beginning Net Position	Projected Revenues	Transfers In	Transfers Out
General Fund				
General Fund	\$ 7,162,921	\$ 9,000,000	\$ -	\$ (3,973,317)
Total General Fund	\$ 7,162,921	\$ 9,000,000	\$ -	\$ (3,973,317)
Debt Service Funds				
Senior Lien Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds	\$ 157,407	\$ -	\$ -	\$ -
Senior Lien Vehicle Registration Fee Series 2020 Revenue and Refunding Bonds	\$ 258,006	\$ 25,000	\$ 3,973,317	\$ -
Senior Lien Revenue Bond, Taxable Series 2022A	\$ 4,164,391	\$ 200,000	\$ -	\$ -
Junior Lien Revenue Bond, Taxable Series 2022B	\$ 117,572	\$ 1,360,778	\$ -	\$ -
Tota Debt Service Fund	\$ 4,697,376	\$ 1,585,778	\$ 3,973,317	\$ -
Capital Project Fund	\$ 105,169,704	\$ 84,000,000	\$ -	\$ -
TOTALS	\$ 117,030,001	\$ 94,585,778	\$ 3,973,317	\$ (3,973,317)

Operations	Capital Assets	Debt Service	Total Appropriations	Revenue Over/Under Expenses	Estimated Ending Net Position
\$ 3,684,701	\$ 1,103,000	\$ -	\$ 4,787,701	\$ 238,982	\$ 7,401,903
\$ 3,684,701	\$ 1,103,000	\$ -	\$ 4,787,701	\$ 238,982	\$ 7,401,903
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157,407
\$ -	\$ -	\$ 3,973,317	\$ 3,973,317	\$ 25,000	\$ 283,006
\$ -	\$ -	\$ 3,295,900	\$ 3,295,900	\$ (3,095,900)	\$ 1,068,491
\$ -	\$ -	\$ 1,478,350	\$ 1,478,350	\$ (117,572)	\$ -
\$ -	\$ -	\$ 8,747,567	\$ 8,747,567	\$ (3,188,472)	\$ 1,508,904
\$ -	\$ 129,408,000	\$ -	\$ 129,408,000	\$ (45,408,000)	\$ 59,761,704
\$ 3,684,701	\$ 130,511,000	\$ 8,747,567	\$ 142,943,268	\$ (48,357,490)	\$ 68,672,511

Hidalgo County Regional Mobility Authority
 General Fund Preliminary Budget Summary
 For Year Ending December 31, 2024



	Actual 2022	Budget 2023	Estimated 2023	Budget 2024
Beginning Working Capital	\$ 3,549,275	\$ 5,212,503	\$ 4,306,033	\$ 7,162,921
Revenues				
Vehicle Registration Fees	6,853,410	7,400,000	7,500,000	7,500,000
Permit fees oversize	1,109,808	1,300,000	1,300,000	1,300,000
Interest Income	177,698	170,000	200,000	200,000
Other income	432	-	-	-
Total Revenues	8,141,348	8,870,000	9,000,000	9,000,000
Expenditures				
Summary				
Personnel Services	1,443,013	2,347,405	1,559,258	2,906,501
Supplies	45,874	27,000	17,500	29,500
Other Services and Charges	476,657	646,800	575,750	692,700
Maintenance	108,239	33,000	5,000	33,000
Non-capital Outlay	52,856	57,000	19,500	23,000
Capital Outlay	-	72,500	-	1,103,000
Total Expenditures	2,126,639	3,183,705	2,177,008	4,787,701
Net Increase Before Other Financing Sources (Uses)	6,014,709	5,686,295	6,822,992	4,212,299
Other Financing Sources (Uses):				
Transfers-Out				
Debt Service Fund - VRF 2013 Bonds	(1,498,673)	(1,496,250)	(1,496,250)	-
Debt Service Fund - 2020A/2020B Bonds	(1,669,116)	(2,469,854)	(2,469,854)	(3,973,317)
Debt Service Fund - SIB Loan	(1,126,162)	-	-	-
Capital Projects-Advance Project Development	(964,000)	-	-	-
Total Other Financing Uses	(5,257,951)	(3,966,104)	(3,966,104)	(3,973,317)
Net Increase (Decrease) After Other Financing Sources (Uses)	756,758	1,720,191	2,856,888	238,982
Ending Working Capital	\$ 4,306,033	\$ 6,932,694	\$ 7,162,921	\$ 7,401,903
Operating Expenditures per Day	\$ 5,826	\$ 8,722	\$ 5,964	\$ 13,117
No. of Days of Operating Expenditures in Working Capital	739	795	1,201	564
Bond Coverage Ratio: VRF Series 2013 Bonds/2020A and 2020B Bonds	2.16	1.87	1.89	1.89



Departments Summary				
	Actual	Budget	Estimated	Budget
Expenditure Detail:	2022	2023	2023	2024
Personnel Services				
Salaries and Wages	\$ 1,131,690	\$ 1,894,440	\$ 1,220,583	\$ 2,225,091
Employee Benefits	288,148	417,865	311,000	640,460
Adminstrative Cost	23,175	35,100	27,675	40,950
Supplies	45,874	27,000	17,500	29,500
Other Services and Charges	476,657	646,800	575,750	692,700
Maintenance	108,239	33,000	5,000	33,000
Operations Subtotal	2,073,783	3,054,205	2,157,508	3,661,701
Capital and Non-capital Outlay	52,856	129,500	19,500	1,126,000
Total Expenditures	2,126,639	3,183,705	2,177,008	4,787,701
PERSONNEL				
Exempt	4	8	5	7
Non-Exempt	2	10	9	12
Part-Time	1	-	1	1
Total Positions Authorized	7	18	15	20

MAJOR FY 2024 GOALS

- 1.) Continue construction of the 365 Toll Project
- 2.) Land acquisition from Texas Department of Transportation
- 3.) Releasing International Border Trade Crossing capital assets to Texas Department of Transportation
- 4.) Begin enviornmental clearance document for Section A West and Section C.



Department Summary				
Expenditure Detail:	Actual 2022	Budget 2023	Estimated 2023	Budget 2024
<u>COMPENSATION</u>				
Salaries	\$ 526,384	\$ 612,900	\$ 522,571	\$ 770,700
Contingency	-	61,340	-	38,538
Total Salaries	526,384	674,240	522,571	809,238
Other				
Overtime	208	500	300	500
Vehicle Allowance	15,900	22,800	16,700	26,400
Phone Allowance	5,198	6,300	5,100	7,500
Total Other	21,306	29,600	22,100	34,400
Sub-Total	547,690	703,840	544,671	843,638
Benefits/Other:				
Social Security	33,684	52,200	33,700	61,945
Health Insurance	29,695	44,550	29,520	51,965
Retirement	63,374	51,200	62,000	96,763
EAP-Assistance	54	105	218	122
Retirement-Usct	-	-	-	90,000
Administrative Fee	9,900	11,700	11,700	13,650
Total Compensation and Adm. Fees	684,397	863,595	681,809	1,158,083
<u>SUPPLIES</u>				
Office Supplies	17,595	6,000	10,000	12,000
Total Supplies	17,595	6,000	10,000	12,000
<u>OTHER SERVICES & CHARGES</u>				
Janitorial	311	1,000	500	1,000
Utilities	2,321	2,800	2,400	2,800
Contractual Services	13,461	-	-	-
Contractual Adm/IT Services	8,500	12,000	12,000	12,000
Dues & Subscriptions	14,439	18,000	18,000	18,000
Subscriptions-software	656	1,200	500	1,200
Postage/FedEx/Courier Services	3,325	2,500	2,500	2,500
General Liability	4,379	5,000	5,000	5,000
Insurance - E&O	1,901	2,000	2,000	2,000
Insurance - Surety	116	800	800	800
Insurance - LOC	42	500	500	500
Insurance - Other	11,827	3,800	3,600	4,000
Insurance - Cybersecurity	4,789	4,500	6,500	10,000
Business Meals	1,294	500	2,000	2,000
Advertising	331	4,000	1,000	2,000
Training	6,229	8,000	7,000	8,000
Travel	1,558	10,000	1,500	8,000
Printing	6,193	8,000	8,000	10,000
Bank service charges	-	100	100	100
Accounting & Auditing	25,460	36,000	34,000	40,000
Legal services	24,054	65,000	38,000	50,000
Legal services-gov. affairs	120,000	120,000	120,000	120,000

Financial consulting fees	21,649	6,500	46,500	55,000
Insurance consultant	-	10,000	-	10,000
Rental - Office	53,760	54,000	54,000	54,000
Rental - Office Equipment	7,099	8,500	8,500	8,500
Rental- Other	709	500	2,600	3,000
Contractual Website Services	2,400	2,400	2,400	2,400
Miscellaneous	8	500	-	500
Penalties & Interest	11,709	100	-	100
	<hr/>	<hr/>	<hr/>	<hr/>
Total Other Services & Charges	348,520	388,200	379,900	433,400
	<hr/>	<hr/>	<hr/>	<hr/>
<u>MAINTENANCE</u>				
Building Remodel	103,009	20,000	500	20,000
Maintenance and Repairs	2,905	10,000	2,000	10,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Maintenance	105,914	30,000	2,500	30,000
	<hr/>	<hr/>	<hr/>	<hr/>
<u>CAPITAL OUTLAY</u>				
Capital outlay	-	10,000	-	10,000
Acquisition-Land	-	-	-	1,085,000
Non-capital		10,000	6,000	10,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Capital Outlay	-	20,000	6,000	1,105,000
	<hr/>	<hr/>	<hr/>	<hr/>
Total Expenditures	\$ 1,156,426	\$ 1,307,795	\$ 1,080,209	\$ 2,738,483
	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>	<hr/> <hr/>



Construction Management

www.hcrma.net

Department Summary				
Expenditure Detail:	Actual 2022	Budget 2023	Estimated 2023	Budget 2024
COMPENSATION				
Salaries	\$ 463,700	\$ 586,000	\$ 585,782	\$ 727,860
Contingency	-	61,200	-	36,393
Total Salaries	463,700	647,200	585,782	764,253
Other				
Overtime	3,244	26,000	66,800	50,000
Vehicle Allowance	7,385	7,200	7,200	7,200
Phone Allowance	7,153	9,600	8,630	12,000
Total Other	17,782	42,800	82,630	69,200
Sub-Total	481,482	690,000	668,412	833,453
Benefits/Other:				
Social Security	36,147	52,800	50,460	62,290
Health Insurance	40,835	59,400	54,735	74,234
Retirement	62,550	51,800	79,400	97,303
EAP-Assistance	66	140	392	174
Administrative Fee	11,400	15,600	15,150	19,500
Total Compensation and Adm. Fees	632,480	869,740	868,549	1,086,954
SUPPLIES				
Office Supplies	7,530	10,000	2,500	5,000
Small Tools	20,040	10,000	5,000	10,000
Total Supplies	27,570	20,000	7,500	15,000
OTHER SERVICES & CHARGES				
Maintenance & Repairs	253	-	-	-
Janitorial	191	500	-	300
Utilities	700	750	750	750
Uniforms	3,419	6,000	2,300	6,000
Dues & Subscriptions	3,371	2,000	1,000	2,000
Subscriptions-software	30,501	20,000	18,900	25,000
Postage	43	250	-	250
Advertising	1,557	4,000	1,500	4,000
Training	1,800	12,500	5,000	10,000
Travel	12,904	20,000	7,000	20,000
Printing & Publications	27	100	-	100
Rental-Office Equipment	3,235	2,400	2,400	3,500
Rental-Other	895	1,000	2,600	2,800
Vehicle Rental	14,392	72,000	66,000	70,000
Vehicle Insurance	1,199	5,000	5,000	6,000
Vehicle Maintenance	195	3,000	1,200	2,500
Vehicle Fuel	996	25,000	8,000	10,000
Total Other Services & Charges	75,678	174,500	121,650	163,200
CAPITAL OUTLAY				
Capital Outlay	-	62,500	-	8,000
Non-Capitalized	52,856	27,000	13,500	3,000
	52,856	89,500	13,500	11,000
Total Expenditures	\$ 788,584	\$ 1,153,740	\$ 1,011,199	\$ 1,276,154



Department Summary

Expenditure Detail:	Actual 2022	Budget 2023	Estimated 2023	Budget 2024
COMPENSATION				
Salaries	\$ 98,318	\$ 431,000	\$ 7,500	\$ 500,000
Contingency	-	43,200	-	21,600
Total Salaries	98,318	474,200	7,500	521,600
Other				
Overtime	-	-	-	-
Vehicle Allowance	3,600	21,600	-	21,600
Phone Allowance	600	4,800	-	4,800
Total Other	4,200	26,400	-	26,400
Sub-Total	102,518	500,600	7,500	548,000
Benefits/Other:				
Social Security	7,608	38,300	575	38,300
Health Insurance	3,711	29,700	-	29,694
Retirement	10,416	37,600	-	37,600
EAP-Assistance	8	70	-	70
Administrative Fee	1,875	7,800	825	7,800
Total Compensation and Adm. Fees	126,136	614,070	8,900	661,464
SUPPLIES				
Office Supplies	709	1,000	-	2,500
Total Supplies	709	1,000	-	2,500
OTHER SERVICES & CHARGES				
Dues & Subscriptions	1,204	2,500	1,200	3,000
Subscriptions-Software	46,277	73,000	70,000	75,000
Postage	73	100	-	100
Advertising	3,068	2,500	2,000	3,500
Training	300	3,000	-	5,000
Travel	496	2,000	-	8,000
Total Other Services & Charges	51,418	83,100	73,200	94,600
CAPITAL OUTLAY				
Capital	-	-	-	-
Non-capitalized	-	20,000	-	10,000
Total Capital Outlay	-	20,000	-	10,000
Total Expenditures	\$ 178,263	\$ 718,170	\$ 82,100	\$ 768,564



Department Summary

	Actual	Budget	Estimated	Budget
Expenditure Detail:	2022	2023	2023	2024
<u>MAINTENANCE</u>				
Maintenance and Repairs-BSIF	\$ 2,325	\$ 3,000	\$ 2,500	\$ 3,000
Total Maintenance	<u>2,325</u>	<u>3,000</u>	<u>2,500</u>	<u>3,000</u>
<u>OTHER SERVICES & CHARGES</u>				
Utilities-BSIF	1,041	1,000	1,000	1,500
Total Other Services & Charges	<u>1,041</u>	<u>1,000</u>	<u>1,000</u>	<u>1,500</u>
Total Expenditures	<u>\$ 3,366</u>	<u>\$ 4,000</u>	<u>\$ 3,500</u>	<u>\$ 4,500</u>

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lien Vehicle Registration Fee Series 2013 Revenue and Refunding Bonds
Preliminary Fund Balance Summary
For Year Ending December 31, 2024

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	Actual 2022	Budget 2023	Estimated 2023	Budget 2024
Beginning Fund Balance	\$ 121,364	\$ 120,942	\$ 136,407	\$ 157,407
Revenues:				
Interest	<u>15,043</u>	<u>1,800</u>	<u>21,000</u>	<u>-</u>
Total Revenues	<u>15,043</u>	<u>1,800</u>	<u>21,000</u>	<u>-</u>
Expenditures:				
Principal	1,360,000	1,425,000	1,425,000	-
Interest and Fee Expenses	<u>145,187</u>	<u>71,250</u>	<u>71,250</u>	<u>-</u>
Total Debt Service Expenditures	<u>1,505,187</u>	<u>1,496,250</u>	<u>1,496,250</u>	<u>-</u>
Total Expenditures	<u>1,505,187</u>	<u>1,496,250</u>	<u>1,496,250</u>	<u>-</u>
Other Financing Sources:				
Transfer-in General Fund	<u>1,505,187</u>	<u>1,496,250</u>	<u>1,496,250</u>	<u>-</u>
Total Other Financing Sources	<u>1,505,187</u>	<u>1,496,250</u>	<u>1,496,250</u>	<u>-</u>
Ending Fund Balance	<u><u>\$ 136,407</u></u>	<u><u>\$ 122,742</u></u>	<u><u>\$ 157,407</u></u>	<u><u>\$ 157,407</u></u>

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lien Vehicle Registration Fee Revenue Bonds Series 2020A and 2020B
Preliminary Fund Balance Summary
For Year Ending December 31, 2024

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	Actual 2022	Budget 2023	Estimated 2023	Budget 2024
Beginning Fund Balance	\$ 214,028	\$ 230,447	\$ 225,506	\$ 258,006
Revenues:				
Interest	<u>11,478</u>	<u>15,000</u>	<u>27,000</u>	<u>25,000</u>
Total Revenues	<u>11,478</u>	<u>15,000</u>	<u>27,000</u>	<u>25,000</u>
Expenditures:				
Principal	810,000	815,000	815,000	2,325,000
Interest and Fee Expenses	<u>1,660,354</u>	<u>1,654,854</u>	<u>1,654,854</u>	<u>1,648,317</u>
Total Debt Service Expenditures	<u>2,470,354</u>	<u>2,469,854</u>	<u>2,469,854</u>	<u>3,973,317</u>
Total Expenditures	<u>2,470,354</u>	<u>2,469,854</u>	<u>2,469,854</u>	<u>3,973,317</u>
Other Financing Sources:				
Transfer-in General Fund	<u>2,470,354</u>	<u>2,469,854</u>	<u>2,475,354</u>	<u>3,973,317</u>
Total Other Financing Sources	<u>2,470,354</u>	<u>2,469,854</u>	<u>2,475,354</u>	<u>3,973,317</u>
Ending Fund Balance	<u><u>\$ 225,506</u></u>	<u><u>\$ 245,447</u></u>	<u><u>\$ 258,006</u></u>	<u><u>\$ 283,006</u></u>

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Senior Lien Revenue Bond, Taxable Series 2022A
Preliminary Fund Balance Summary
For Year Ending December 31, 2024

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	Actual 2022	Budget 2023	Estimated 2023	Budget 2024
Beginning Fund Balance	\$ -	\$ 7,463,350	\$ 7,170,291	\$ 4,164,391
Revenues:				
Interest	93,455	144,000	290,000	200,000
Total Revenues	93,455	144,000	290,000	200,000
Expenditures:				
Principal	-	-	-	-
Interest Expense	2,664,186	3,295,900	3,295,900	3,295,900
Total Debt Service Expenditures	2,664,186	3,295,900	3,295,900	3,295,900
Other Financing Sources:				
Bond Proceeds	9,765,477	-	-	-
Interfund Transfer	268,604	-	-	-
Total Other Financing Sources	10,034,081	-	-	-
Ending Fund Balance	<u>\$ 7,463,350</u>	<u>\$ 4,018,391</u>	<u>\$ 4,164,391</u>	<u>\$ 1,068,491</u>

Hidalgo County Regional Mobility Authority
DEBT SERVICE FUND
Junior Lien Revenue Bond, Taxable Series 2022B (1)
Preliminary Fund Balance Summary
For Year Ending December 31, 2024

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	Actual 2022	Budget 2023	Estimated 2023	Budget 2024
Beginning Fund Balance	\$ -	\$ 1,539,439	\$ 1,545,922	\$ 117,572
Revenues:				
Interest	23,482	204,000	50,000	50,000
Total Revenues	23,482	204,000	50,000	50,000
Expenditures:				
Principal	-	-	-	-
Interest Expense	1,194,999	1,478,350	1,478,350	1,478,350
Total Debt Service Expenditures	1,194,999	1,478,350	1,478,350	1,478,350
Other Financing Sources:				
Other Sources	-	-	-	1,310,778
Bond Proceeds	2,717,439	-	-	-
Total Other Financing Sources	2,717,439	-	-	1,310,778
Ending Fund Balance	\$ 1,545,922	\$ 265,089	\$ 117,572	\$ -

(1) Source of Funds:

Debt Service Account and Jr. Lien Bonds Account

Hidalgo County Regional Mobility Authority
 CAPITAL PROJECT FUND BUDGET
 Constuction Tollway 365 Project
 Preliminary Fund Balance Summary
 For Year Ending December 31, 2024

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	Actual 2022	Budget 2023	Estimated 2023	Budget 2024
Beginning Fund Balance	\$ -	\$ 97,599,052	\$ 97,599,052	\$ 105,169,704
Revenues:				
TxDOT Grant	-	104,753,862	36,000,000	82,000,000
Interest	1,801,867	204,000	2,500,000	2,000,000
Total Revenues	1,801,867	104,957,862	38,500,000	84,000,000
Expenditures:				
CONSULTING AND ENGINEERING	1,474,170	1,500,000	1,900,000	1,900,000
SH 365-ENVIROMENTAL	42,202	100,000	27,000	28,000
SH365-ROW	77,736	1,600,000	66,000	100,000
PROFESSIONAL SERVICES	170,543	150,000	172,000	180,000
ISSUANCE COST	2,822,890	-	-	-
365 PROJECT CONSTRUCTION A	44,958,568	120,000,000	20,000,000	120,000,000
365 PROJECT CONSTRUCTION B	33,322,935	-	6,964,348	-
365 TOLLWAY SYSTEM	-	-	1,800,000	7,200,000
Total Expenditures	82,869,044	123,350,000	30,929,348	129,408,000
Other Financing Sources (Uses):				
Transfer-out debt service	(268,604)	-	-	-
Bond Proceeds	178,934,833	-	-	-
Total Other Financing Sources	178,666,229	-	-	-
Ending Fund Balance	\$ 97,599,052	\$ 155,742,199	\$ 105,169,704	\$ 59,761,704

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2023-50

RESOLUTION 2023-50 – CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 4 TO WORK AUTHORIZATION NUMBER 6 FOR A NO-COST TIME EXTENSION WITH BLANTON & ASSOCIATES FOR ENGINEERING SUPPORT OF THE ARCHAEOLOGICAL MITIGATION PLANS FOR IBTC PROJECT ENVIRONMENTAL CLEARANCE

THIS RESOLUTION is adopted this 12th day of December 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed \$702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization

No. 2 in the amount of \$702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of \$66,168.15; and

WHEREAS, on October 27, 2020 the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$66,168.15 for due Work Authorization No. 7; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of \$400,103.66; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-09 – Consideration and Approval of Work Authorization 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$14,706.32; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-20 for Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of \$197,254.90.

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-54 – Consideration and Approval of Work Authorization Number 2 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for Environmental Services on the IBTC Project; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-55 – Consideration and Approval of Work Authorization Number 6 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for engineering support of the archaeological mitigation plans for IBTC Project environmental clearance; and

WHEREAS, on December 13, 2022 the Authority approved Resolution 2022-67 – Consideration and Approval of Work Authorization Number 3 Supplemental Number 2 with Blanton & Associates, Inc. for final reconciliation and closure out of Work Authorization Number 3; and

WHEREAS, on February 28, 2023 the Authority approve Resolution 2023-09 – Consideration and Approval of Work Authorization Number 2 Supplemental Number 3 with Blanton & Associates, Inc., for a no cost time extension to terminate on December 31, 2023 for Environmental Services on the IBTC Project; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-10 – Consideration and Approval of Work Authorization Number 6 Supplemental Number 3 with Blanton & Associates, Inc., for a no cost time extension to terminate on December 31, 2023 for engineering support of the Archaeological Mitigation Plans for IBTC Project Environmental Clearance; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-50 – Consideration and Approval of Work Authorization Number 6 Supplemental Number 4 with Blanton & Associates, Inc., for a no cost time extension to terminate on March 31, 2026 for engineering support of the Archaeological Mitigation Plans for IBTC Project Environmental Clearance.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 6 Supplemental Number 4 with Blanton & Associates, Inc. for conducting Professional Environmental Services for IBTC Project for a no cost time extension to terminate on March 31, 2026 for engineering support of the Archaeological Mitigation Plans; and
- Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 6, Supplemental Agreement 4 to the Professional Services Agreement of the IBTC Project, hereby approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 12th day of December 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Juan Carlos Del Ángel, Secretary/Treasurer

Exhibit A

Work Authorization Number 6 Supplemental Number 4
to the Professional Services Agreement with
Blanton & Associates, Inc. for
Environmental Services for the
IBTC Project

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO WORK AUTHORIZATION NO. 6
FOR ENVIRONMENTAL CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Environmental Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

The following terms and conditions of Work Authorization No. 6 are hereby amended as follows:

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 31, 2026, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 6 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez

Name: Janis Childers

Title: Executive Director

Title: Program Operations

Hidalgo County Regional Mobility Authority

Blanton & Associates, Inc.

Date: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION NO. 2023-51

RESOLUTION 2023-51 – CONSIDERATION AND APPROVAL OF SUPPLEMENTAL NUMBER 2 TO WORK AUTHORIZATION NUMBER 9 FOR A NO-COST TIME EXTENSION WITH BLANTON & ASSOCIATES FOR CONDUCTING ENVIRONMENTAL ASSESSMENT RE-EVALUTAION FOR THE UPDATED DESIGN INITIATED UNDER THE 365 TOLL VECP

THIS RESOLUTION is adopted this 12th day of December 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County, including the International Bridge Trade Connector project (the "IBTC");

WHEREAS, the Authority initially approved the retention of Blanton & Associates, Inc. through Resolution 2010-79 to provide professional services, including oversight of the IBTC local environmental assessment process and review of the recommendation as prepared by Atkins (formerly PBS&J) (the "Initial Agreement");

WHEREAS, under the scope of services provided to the Authority through the Initial Agreement, Blanton & Associates, Inc. demonstrated a unique and thorough understanding of the Authority's projects and related environmental issues;

WHEREAS, based on Blanton & Associates demonstrated knowledge and unique qualifications, and to ensure that the Authority did not experience any gap in critical environmental services, the Authority approved Resolutions 2017-71 and 2017-72 retaining Blanton & Associates to provide additional professional environmental services, including support for the federal environmental classification for the IBTC project, to the Authority immediately following the termination of the program manager agreement;

WHEREAS, the Board now (i) found it necessary and desirable to finalize the federal environmental classification of the IBTC project; (ii) finds that Blanton & Associates has demonstrated its qualifications in environmental work; (iii) finds that Blanton & Associates has a unique understanding of and history with the project, creating efficiencies and expertise that would be difficult to replace; and (iv) desires to expand Blanton & Associates, Inc. professional environmental services as described in Work Authorization #2, to finalize the federal environmental classification for the IBTC project;

WHEREAS, the Authority approved Resolution 2018-05 – Approval of Work Authorization 2 to the Professional Services Agreement with Blanton & Associates, Inc. to provide environmental clearance support for the IBTC Project in amount not to exceed \$702,075.94; and

WHEREAS, the Authority approved Resolution 2018-06 – Approval of Contract Amendment 1 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount to \$727,065.94 due to additional scope outlined in Work Authorization

No. 2 in the amount of \$702,075.94.; and

WHEREAS, the Authority approved Resolution 2019-06 – Approval of Work Authorization 3 to the Professional Services Agreement with Blanton & Associates, Inc. for NEPA re-evaluation checklist support for the 365 Toll/ I-Road Interchange redesign in the amount of \$8,660.00; and

WHEREAS, the Authority approved Resolution 2019-07 Contract Amendment Number 2 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$8,660.00 due new scope in Work Authorization Number 3 to a not-to-exceed amount of \$735,725.94; and

WHEREAS, the Authority approved Resolution 2019-38 Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for additional biological evaluation support for the International Bridge Trade Corridor Project environmental clearance in the amount of \$24,600.00; and

WHEREAS, the Authority approved Resolution 2019-39 Contract Amendment Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$24,600.00 for Work Authorization Number 4; and

WHEREAS, the Authority approved Resolution 2020-07 Work Authorization Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to provide updated Noise Report for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-08 Contract Amendment Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$20,129.50 for Work Authorization Number 5; and

WHEREAS, the Authority approved Resolution 2020-10 Work Authorization Number 6 to the Professional Services Agreement with Blanton & Associates, Inc. to provide Archaeological Mitigation Plans for the IBTC Project Environmental Clearance; and

WHEREAS, the Authority approved Resolution 2020-11 Contract Amendment Number 5 to the Professional Services Agreement with Blanton & Associates, Inc. to increase maximum payable by \$131,398.00 for Work Authorization Number 6; and

WHEREAS, the Authority approved Resolution 2020-15 Supplemental No. 1 to Work Authorization Number 3 to the Professional Services Agreement with Blanton & Associates, Inc. for a no-cost time extension for Environmental Services for the 365 Tollway Project; and

WHEREAS, the Authority approved Resolution 2020-16 Supplemental No. 1 to Work Authorization Number 4 to the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension for Environmental Services for the IBTC Project; and

WHEREAS, on October 27, 2020, the Authority approved Resolution 2020-29 Work Authorization Number 7 to the Professional Service Agreement with Blanton & Associates, Inc. to provide Wetland Mitigation Support for the 365 Tollway Construction Permitting in the amount of \$66,168.15; and

WHEREAS, on October 27, 2020 the Authority approved Resolution 2020-30 Contract Amendment No. 6 to the Professional Services Agreement with Blanton & Associates, Inc. to increase the maximum payable amount by \$66,168.15 for due Work Authorization No. 7; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-49 Work Authorization Number 8 to the Professional Service Agreement with Blanton & Associates, Inc. for environmental services for development of site soils and planting strategies (including monitoring) for the 365 Tollway Wetland Mitigation site in the amount of \$400,103.66; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-09 – Consideration and Approval of Work Authorization 9 with Blanton & Associates, Inc. for environmental services for conducting an Environmental Assessment Re-evaluation Scoping Meeting for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$14,706.32; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-20 for Work Authorization Number 9 Supplemental Number 1 with Blanton & Associates, Inc. for conducting Environmental Assessment Re-evaluations for the updated design initiated under the 365 Tollway Value Engineering Change Proposals in the amount of \$197,254.90.

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-54 – Consideration and Approval of Work Authorization Number 2 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for Environmental Services on the IBTC Project; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-55 – Consideration and Approval of Work Authorization Number 6 Supplemental Number 2 for the Professional Services Agreement with Blanton & Associates, Inc. for a no cost time extension to terminate on February 28, 2023 for engineering support of the archaeological mitigation plans for IBTC Project environmental clearance; and

WHEREAS, on December 13, 2022 the Authority approved Resolution 2022-67 – Consideration and Approval of Work Authorization Number 3 Supplemental Number 2 with Blanton & Associates, Inc. for final reconciliation and closure out of Work Authorization Number 3; and

WHEREAS, on February 28, 2023 the Authority approve Resolution 2023-09 – Consideration and Approval of Work Authorization Number 2 Supplemental Number 3 with Blanton & Associates, Inc., for a no cost time extension to terminate on December 31, 2023 for Environmental Services on the IBTC Project; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-10 – Consideration and Approval of Work Authorization Number 6 Supplemental Number 3 with Blanton & Associates, Inc., for a no cost time extension to terminate on December 31, 2023 for engineering support of the Archaeological Mitigation Plans for IBTC Project Environmental Clearance; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-51 – Consideration and Approval of Work Authorization Number 9 Supplemental Number 2 with Blanton & Associates, Inc., for a no cost time extension to conduct Environmental Assessment Re-Evaluation for the updated design initiated under the 365 Toll VECP.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 9 Supplemental Number 2 with Blanton & Associates, Inc. for conducting Professional Environmental Services for IBTC Project for a no cost time extension to terminate on March 31, 2026 for Environmental Assessment re-evaluation of engineering support for the update design initiated under the 365 Toll VECP; and
- Section 3. The Board authorizes the Executive Director to execute Work Authorization Number 9, Supplemental Agreement 2 to the Professional Services Agreement of the 365 Tollway, hereby approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 12th day of December 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Juan Carlos Del Angel, Secretary/Treasurer

Exhibit A

Work Authorization Number 9 Supplemental Number 2

to the Professional Services Agreement with

Blanton & Associates, Inc. for

Environmental Services for the

365 Tollway Project

ATTACHMENT D-2

**SUPPLEMENTAL WORK AUTHORIZATION NO. 2
TO WORK AUTHORIZATION NO. 9
FOR ENVIRONMENTAL CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Environmental Consulting Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Blanton & Associates, Inc. (the Consultant).

The following terms and conditions of Work Authorization No. 9 are hereby amended as follows:

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 31, 2026, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 9 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

AUTHORITY

CONSULTANT

By: _____

By: _____

Name: Pilar Rodriguez

Name: Janis Childers

Title: Executive Director

Title: Program Operations

Hidalgo County Regional Mobility Authority

Blanton & Associates, Inc.

Date: _____

Date: _____

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-52

**CONSIDERATION AND APPROVAL OF WORK AUTHORIZAZATION 2
SUPPLEMENTAL 1 TO THE PROFESSIONAL SERVICE AGREEMENT
WITH TERRRACON FOR A NO-COST TIME EXTENSION TO PROVIDE
CMT ARCHEOLOGICAL SITES FOR THE TEXAS HISTORICAL COMMISSION
PERMIT IN THE 365 TOLLWAY PROJECT**

THIS RESOLUTION is adopted this 12th day of December, 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 19, 2014, the Authority issued a solicitation for Statements of Qualification for Construction Material Testing Services for the Authority (the “Solicitation”); and

WHEREAS, on March 21, 2014 the Authority received responses to the Solicitation; and

WHEREAS, on April 23, 2014, Resolution 2014-38 authorized Authority staff to negotiate and enter into agreements with the top three scored firms (Raba Kistner Consultants Inc., L&G Laboratories and Terracon Consultants, Inc.) for Construction Material Testing Services (the “Services”); and

WHEREAS, on July 24, 2018, Resolution 2018-45 authorized Authority staff to procure one additional lab to provide additional Services; and

WHEREAS, on July 29, 2018, the Authority published a second Solicitation; and received three (3) responses, of which only one was deemed responsive;

WHEREAS, on September 25, 2018, the Authority authorized staff to negotiate contract terms for the Services to PaveTex Engineering LLC, dba PAVETEX, the sole responsive firm that met the professional services criteria set forth in the Solicitation;

WHEREAS, on August 21, 2020, the Authority received five (5) sealed statements of qualification packets. An internal committee of three HCRMA staff engineers ranked and reviewed; the Authority determined it necessary to negotiate contract terms to enter into negotiations with each of the ranked firms and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on October 27, 2020, the Authority approved Resolution 2020-28 Approval to enter into negotiations with each of the short-listed firms for Construction Material Testing for the Hidalgo County Regional Mobility Authority and further approach Board with recommended award and distribution of work in accordance to acceptable terms and conditions of assignments; and

WHEREAS on September 28, 2021 the Hidalgo County Regional Mobility Authority approved Resolution 2021-38 Approval of Award of Contract by and between the Terracon Consultants, Inc., and the Hidalgo County Regional Mobility Authority for Construction Material Testing Services in the amount of \$1,950,258.64; and,

WHEREAS on September 28, 2021 Authority approved Resolution 2021-39 Approval of Work Authorization 1 to the professional Service Agreement with Terracon, Inc., for Construction Material Testing in the 365 Tollway Project in the amount of \$1,950,258.64; and

WHEREAS on April 26, 2022 the Authority to approved Resolution 2022-30 Approval of Award of Contract by and between the Terracon Consultants, Inc., and the Hidalgo County Regional Mobility Authority in the amount of \$174,773.04 with Terracon Consultants Inc. for investigative construction materials testing of archaeological sites for the Texas Historical Commission permit on the 365 Tollway Project; and

WHEREAS, the Authority finds it necessary to approve Resolutions 2023-52 – Consideration and approval of Work Authorization 2 Supplemental 1 to the Professional Services Agreement with Terracon for a no-cost time extension to provide CMT Archaeological site for the Texas Commission Permit for the 365 Tollway Project.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Work Authorization 2 Supplemental Number 2 to the Professional Service Agreement with Terracon Consultants, Inc., for a no-cost time extension to provide Construction Material Testing Services, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute the Work Authorization 2 Supplemental Number 1 to the Professional Service Agreement with Terracon Consultants, Inc., for a no-cost time extension to provide Construction Material Testing services to the Hidalgo County Regional Mobility Authority.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 12th day of December 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Juan Carlos Del Ángel, Secretary/Treasurer

Exhibit A

Work Authorization 2

Supplemental Number 1

Professional Service Agreement with
Terracon Consultants, Inc.

For

Construction Material Testing Services

ATTACHMENT D-2

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO WORK AUTHORIZATION NO. 2
AGREEMENT FOR ENGINEERING SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for Engineering Design Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Terracon Consultants, Inc. (the Engineer).

The following terms and conditions of Work Authorization No. 2 are hereby amended as follows:

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 31, 2026, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 2 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

THE AUTHORITY

(Signature)
Jorge A Flores, P.G.

(Printed Name)
Client Manager

(Title)

(Date)

(Signature)
Pilar Rodriguez

(Printed Name)
Executive Director

(Title)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-53

**CONSIDERATION AND APPROVAL OF WORK AUTHORIZATION 5
SUPPLEMENTAL NUMBER 2 TO THE PROFESSIONAL
SERVICE AGREEMENT WITH HDR ENGINEERING FOR GENERAL
ENGINEERING CONSULTING SERVICES TO THE HIDALGO
COUNTY REGIONAL MOBILITY AUTHORITY**

THIS RESOLUTION is adopted this 12th day of December 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, February 27, 2018, the Authority approved Resolution 2018-07 which for the procurement of Professional Engineering Services for a General Engineering Consultant for the Hidalgo County Loop System including, but not limited to Advance Project Development and Construction Management Support; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the General Engineering Consultant Services and recommends interviews be dispensed with and that staff be authorized to negotiate with HDR Engineering, Inc.;

WHEREAS, on February 26, 2019 the Authority approved Resolution 2019-01 Approval of a Professional Service Agreement with HDR Engineering, Inc. to provide General Consultant Services for the Hidalgo County Loop System of the Hidalgo County Regional Mobility Authority in the amount of \$488,657.91; and

WHEREAS, on March 5, 2019 the Authority approved approve Resolution 2019-02 Approval of a Work Authorization 1 to the Professional Service Agreement with HDR

Engineering, Inc. Project Management for the 365 Tollway Project in the amount of \$171,350.84; however, no notice to proceed was issued; and

WHEREAS, on November 17, 2020 in order to reflect a change in the planned series of tasks relating to a changed project letting schedule, the Board found it to be in the best interest of the Authority to approve Resolution 2020-32 Approval of Amended and Restated Work Authorization 1 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consulting Services for the 365 Tollway Program Management Support in the amount of \$301,579.58; and

WHEREAS, on November 17, 2020 the Authority approved Resolution 2020-33 Approval of a Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$125,723.03; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-35 Approval of Supplemental Agreement 1 to Work Authorization 2 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Roadway Construction Contract Letting Support in the amount of \$93,284.63; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-36 Approval of a Work Authorization 3 to the Professional Service Agreement with HDR Engineering, Inc. for General Engineering Consultant Services for the 365 Tollway Integration Contract Letting Support in the amount of \$299,785.36; and

WHEREAS, on December 15, 2020 the Authority approved Resolution 2020-37 Approval of Contract Amendment 1 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$488,657.91 to \$820,372.60 for a total increase of \$331,714.69 due to additional scope and effort outlined in Supplemental Agreement 1 to Work Authorization No. 2 and Work Authorization No. 3; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-21 Approval of a Work Authorization 4 to the Professional Service Agreement with HDR Engineering, Inc. for IBTC final schematic Support for the Environmental Clearance in the amount of \$197,746.02; and

WHEREAS, on June 22, 2021 the Authority approved Resolution 2021-22 Approval of Contract Amendment 2 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$820,372.60 to \$1,018,118.62 for a total increase of \$197,746.02 for Work Authorization No. 4; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-51 Approval of a Work Authorization 5 to the Professional Service Agreement with HDR Engineering, Inc. for engineering support for the design and construction of the 365 Tollway Wetland Mitigation site in the amount of \$310,039.40; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-74 Consideration and Approval of Work Authorization 6 with HDR Engineering, Inc. for engineering support for review of the 365 Tollway Value Engineering Change Proposals in the amount of \$79,429.57; and

WHEREAS, on December 20, 2021 the Authority approved Resolution 2021-52 Approval of Contract Amendment 3 to the Professional Service Agreement with HDR to increase the maximum payable amount from \$1,018,118.62 to \$1,407,587.59 for a total increase of \$389,468.97 for Work Authorization No. 5 & Work Authorization No. 6; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-02 Consideration and Approval of Work Authorization 1 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the Authority approved Resolution 2022-03 Consideration and Approval of Work Authorization 2 Supplemental 2 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on January 25, 2022 the authority approved Resolution 2022-04 Consideration and Approval of Work Authorization 3 Supplemental 1 to the Professional Service Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on February 22, 2022 the Authority approved Resolution 2022-11 - Consideration and Approval of Work Authorization 7 with HDR Engineering, Inc. for engineering services for the review for the updated design initiated under the 365 Tollway Value Engineering Change Proposal process in the amount of \$119,970.68; and

WHEREAS, on March 22, 2022 the Authority approved Resolution 2022-22 – Consideration and Approval of Work Authorization Number 8 with HDR Engineering, Inc. for general engineering services for construction management of the 365 Tollway in the amount of \$1,244,594.55; and

WHEREAS, on April 26, 2022 the Authority through Resolution 2022-32 approved Work Authorization 2 Supplemental 3 to the Professional Services Agreement with HDR Engineering, Inc. for a no-cost time extension for general engineering consulting services to the Hidalgo County Regional Mobility Authority through July 31, 2022; and

WHEREAS, on August 23, 2022 the Authority approved Resolution 2022-53 approval of contract amendment 6 to the professional service agreement with HDR Engineering to increase the maximum payable amount for supplemental number 2 to work authorization number 3 to \$88,206.93 and supplemental number 1 to work authorization number 4 to \$85,846.48 with HDR Engineering, Inc.; and

WHEREAS, on February 28, 2023 the Authority approved Resolution 2023-08 approving Contract Amendment Number 7 to the Professional Service Agreement with HDR Engineering for revised hourly rates for General Engineering Consultant and Program Manager Services for the 365 Tollway and IBTC Projects hereto attached as Exhibit A.; and

WHEREAS, on March 14, 2023 the Authority approved Resolution 2023-13 approving of Supplemental Number 3 to Work Authorization Number 3 to the Professional Service Agreement with HDR Engineering in the amount of \$289,198.08 to provide Toll System Integrator procurement support and an update of the Maintenance & Operation Financial Model for the 365 Tollway Project; and

WHEREAS, on June 27, 2023 the Authority approved Resolution 2023-27 approving of Work Authorization Number 9 to the Professional Service Agreement with HDR Engineering in the amount of 1,427,870.83 for the next phase of TSI coordination and implementation for the 365 Tollway; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-35 approving of Work Authorization Number 3 Supplemental Number 4 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for General Engineering Consulting Services to the Hidalgo County Regional Mobility Authority.

WHEREAS, on October 24, 2023, the Authority approved Resolution 2023-44 approving of Work Authorization Number 8 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering general engineering services for construction management of the 365 Tollway in the amount of \$600,995.66; and

WHEREAS, on October 24, 2023, the Authority approved Resolution 2023-45 approving of Contract Amendment 10 to the Professional Service Agreement with HDR Engineering to increase the maximum payable amount from \$4,890,333.70 to \$5,491,329.36 for a total of \$600,995.66 for Work Authorization Number 8 Supplemental Number 2; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-53 approving of Work Authorization Number 5 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering for a no-cost time extension for engineering support for the design and construction of the 365 Tollway Wetland Mitigation.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves of Work Authorization Number 5 Supplemental Number 2 to the Professional Service Agreement with HDR Engineering for general engineering services, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute Work Authorization 5 Supplemental 2 to the Professional Services Agreement with HDR.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 12th day of December 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Juan Carlos Del Ángel, Secretary/Treasurer

EXHIBIT A

WORK AUTHORIZATION 5 SUPPLEMENTAL
NUMBER 2
TO THE PROFESSIONAL SERVICE AGREEMENT
FOR
GENERAL ENGINEERING CONSULTANT SERVICES
BETWEEN
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY
AND
HDR ENGINEERING, INC.

**SUPPLEMENTAL AGREEMENT NO. 2 TO WORK AUTHORIZATION
NO. 5 TO PROFESSIONAL SERVICES AGREEMENT
FOR GENERAL ENGINEERING CONSULTING SERVICES**

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of “Article V of that certain Professional Services Agreement for General Engineering Consulting Services” (the Agreement) entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and HDR Engineering Inc. (the GEC).

The following terms and conditions of Work Authorization No. 5 are hereby amended as follows:

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on March 31, 2026, unless extended by a supplemental Work Authorization as provided in Attachment A, Section 1.

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. 5 not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Work Authorization is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE GEC

(Signature)

David C. Weston
(Printed Name)

Gulf Coast Area Manager
(Title)

(Date)

THE AUTHORITY

(Signature)

Pilar Rodriguez, P.E.
(Printed Name)

Executive Director
(Title)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-54

APPROVAL OF CONTRACT AMENDMENT NUMBER 8 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH QUINTANILLA,
HEADLEY & ASSOCIATES FOR A NO-COST TIME EXTENSION TO
PROVIDE SURVEY SERVICES FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 12th day of December 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”);

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, October 21, 2013 the Authority approved Resolution 2013-41 which authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bridge Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Firms to establish a surveying pool for the project; and

WHEREAS, on November 20, 2013, the Authority approved Resolution 2013-53 to authorize staff to negotiate professional services agreements with Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 to award professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Melden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-55 for Work Authorization Number 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to prepare 13 parcel plats and descriptions in the amount of \$25,111.00; and

WHEREAS, on December 15, 2014, the Authority approved Resolution 2014-118 for to Work Authorization 1 Supplemental 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to prepare revised parcel plats for 5 existing tracts due to an adjustment of the roadway alignment to accommodate both ETT and the Donna Irrigation District and revise 11 parcels due to TxDOT clarification for control of access lines in the amount of \$17,053.00; and

WHEREAS, on December 15, 2014, the Authority approved Resolution 2014-119 for Contract Amendment 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to increase Work Authorization 1 Supplemental 1 by \$17,053 for a revised maximum payable amount of \$42,164.00; and

WHEREAS, on May 28, 2015 the Authority approved Resolution 2015-14 for Work Authorization 1 Supplemental 2 to the Professional Service Agreement with Quintanilla, Headley & Associates to revise parcel 268A to accommodate an alignment change for the ETT Transmission Line Project in the amount of \$1,700.00; and

WHEREAS, on May 28, 2015, the Authority approved Resolution 2014-15 for Contract Amendment 2 to the Professional Service Agreement with Quintanilla, Headley & Associates to increase Work Authorization 1 Supplemental 2 by \$1,700.00 for a revised maximum payable amount of \$43,864.00; and

WHEREAS, on July 28, 2015 the Authority approved Resolution 2015-46 for Work Authorization 2 to the Professional Service Agreement with Quintanilla, Headley & Associates to provide a Master Parcel Survey for the ETT Transmission Line acquisition as part of the IBTC Project in the amount of \$5,264.00; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2014-47 for Contract Amendment 3 to the Professional Services Agreement with Quintanilla, Headley & Associates to increase Work Authorization 2 by \$5,264.00 for a revised maximum payable amount of \$49,128.00; and

WHEREAS, on August 25, 2015 the Authority approved Resolution 2015-62 for Work Authorization 2 Supplemental 1 to the Professional Service Agreement with Quintanilla, Headley & Associates to provide a two additional parcels surveys for the ETT Transmission Line acquisition as part of the IBTC Project in the amount of \$3,914.00; and

WHEREAS, on August 25, 2015, the Authority approved Resolution 2014-63 for Contract Amendment 4 to the Professional Service Agreement with Quintanilla, Headley & Associates to increase Work Authorization 2 Supplemental 1 by \$3,914.00 for a revised maximum payable amount of \$3,914.00; and

WHEREAS, on June 26, 2021, the Authority approved Resolution 2018-33 Contract Amendment 5 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-31 Approval of Work Authorization 4 to Professional Service Agreement with Quintanilla, Headley & Associates for control and construction staking for the DCP utility adjustment in the 365 Tollway Project in the amount of \$4,020.00; and

WHEREAS, on August 27, 2019 the Authority approved Resolution 2019-32 Contract Amendment 6 to Professional Service Agreement with Quintanilla, Headley & Associates for an increase in the amount of \$4,020.00, for a revised maximum payable amount of \$972,885.00; and

WHEREAS, on the November 23, 2021 the Authority approved Resolution 2021-63 Approval of Contract Amendment 7 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-54 Approval of Contract Amendment 8 to the Professional Service Agreement with Quintanilla, Headley & Associates for a no-cost time extension to provide survey services for the 365 Tollway Project.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Resolution 2023-54 to the Professional Service Agreements for Surveying Services with Quintanilla, Headley & Associates, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 8 to the Professional Services Agreement for Surveying Services with Quintanilla, Headley & Associates as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 12th day of December, 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Juan Carlos Del Angel, Secretary/Treasurer

Exhibit A

Contract Amendment Number 8
to
Professional Services Agreements
with
Quintanilla, Headley & Associates
for
Surveying Services

**SUPPLEMENTAL AGREEMENT NO. 8
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 8 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Design Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and Quintanilla, Headley, & Associates, Inc. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on March 31, 2026.

This Supplemental Agreement No. 8 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR

(Signature)

(Printed Name)

(Title)

(Date)

THE AUTHORITY

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)
Executive Director

(Title)

(Date)

Resolution 2023-55

Rescinded

HIDALGO COUNTY REGIONAL MOBILITY

AUTHORITY BOARD RESOLUTION No. 2023-55

APPROVAL OF CONTRACT AMENDMENT NUMBER 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH L&G ENGINEERING FOR A NO-COST TIME EXTENSION TO PROVIDE PLANS, SPECIFICATION AND ESTIMATES FOR THE 365 TOLLWAY PROJECT, SEGMENTS 2 & 4

THIS RESOLUTION is adopted this 12th of November 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on April 13, 2011, the Authority awarded a Professional Service Agreement for engineering services to L&G Engineering (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365/TCC") and on May 2, 2012, by Resolution 2012-10 the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of \$5,887,542.43; and

WHEREAS, on May 2, 2012, the Authority Approved Resolution 2012-10 Work Authorization 1 under the Amended and Restated Agreement in the amount of \$998,837.67; and

WHEREAS, on October 28, 2012, the Authority approved Resolution 2012-30 Work Authorization 1 Supplemental 1 to the Amended and Restated Agreement to perform preliminary engineering services for SH 365 from FM 396 to FM 1016 in the amount of \$310,893.87; and

WHEREAS, on November 21, 2012, the Authority approved Resolution 2012-36 the Amended and Restated professional service agreement with the Consultant to prepare plans, specifications and estimates for the revised SH 365 project limits from FM 1016 to East of McColl Road (Project Station 986+00) and to revise the DBE/HUB reporting requirements in the amount of \$27,558.89 for a revised maximum payable amount of \$5,915,101.32; and

WHEREAS, on November 20, 2013, the Authority approved Resolution 2013-58 Work Authorization 2 to the Amended and Restated Professional Service Agreement with the Consultant to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway in the amount of \$288,223.86 was approved; whereas only \$283,023.23 was expended; and

WHEREAS, on December 18, 2013, the Authority approved Resolution 2013-64 Work Authorization 3 to the Professional Service Agreement in the amount of \$3,719,885.81 for final plans, specifications and estimates for the State Highway 365 Project from McColl Road to FM 396; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-42 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-43 Work Authorization 3 Supplemental 1 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-81 Work Authorization 2 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide bridge layouts and geotechnical investigation for the proposed structure over the International Boundaries and Water Commission Interior Floodway; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-82 Work Authorization 3 Supplemental 2 to the Professional Service Agreement with the Consultant for a no-cost time extension to provide final plans, specifications and estimates for the State Highway 365 Project; and

WHEREAS, on February 23, 2016 the Authority has approved Resolution 2016-18 Work Authorization 3 Supplemental 3 to the Professional Service Agreement with L&G Engineering to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment 2 Project in the amount of \$117,011.65; and

WHEREAS, on June 28, 2016 the Authority has approved Resolution 2016-84 Work Authorization 3 Supplemental 4 to the Professional Service Agreement with L&G Engineering to revise the Final Plans, Specifications and Estimates for the State Highway 365 Segment 2 Project in the amount of \$34,839.78; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-103 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide the International Boundaries and Water Commission bridge layouts for the 365 Tollway Project; and

WHEREAS, on January 28, 2017 the Authority approved Resolution 2017-04 Work Authorization 3 Supplemental 5 to the Professional Service Agreement with L&G Engineering for Anzalduas Bridge Proposed Illumination for the 365 Tollway Segment 2 Project in the amount of \$27,301.03; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-12 Work Authorization 3 Supplemental 6 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-33 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with L&G Engineering for a no cost time extension; and

WHEREAS, on October 24, 2017 the Authority approved Resolution 2017-86 Approval of Work Authorization Number 5 to the Professional Service Agreement with L&G Engineering to provide digital cross-section for use as part of the 365 Tollway bid documents in the amount of \$5,470.88; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-26 Approval of Contract Amendment Number 1 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications, and estimates for the 365 Tollway Project, segments 2 & 4; and

WHEREAS, on July 27, 2021, the Authority approved Resolution 2021-23 Approval of Work Authorization Number 6 to the Professional Service Agreement with L&G Engineering for re-design effort pertaining to HCID 2 Access in the amount of \$440,070.95; and

WHEREAS, on July 27, 2021, the Authority approved Resolution 2021-24 Approval of Contract Amendment Number 2 to the Professional Service Agreement with L&G Engineering to increase and the maximum payable amount for Work Authorization Number 6 in the amount of \$22,233.55; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-56 Approval of Contract Amendment Number 3 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications and estimates for the 365 Tollway Project, segments 2&4; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-55 Approval of Contract Amendment Number 4 to the Professional Service Agreement with L&G Engineering for a no-cost time extension to provide plans, specifications and estimates for the 365 Tollway Project, segments 2&4.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF
THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Resolution 2023-55 to the Professional Service Agreement with L&G Engineering for Contract Amendment 4 for a no-cost time extension to provide plans, specifications, and estimates for the 365 Tollway Project; hereto attached as Exhibit A.
- Section 3. The Board hereby authorizes the Executive Director to execute Contract Amendment 4 as approved on December 12, 2023

Rescinded by
Resolution 2024-02

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 12th of December 2023, at which meeting a quorum was present.

S. David Deanda, Jr., Chairman

Juan Carlos Del Ángel, Secretary/Treasurer

Rescinded by
Resolution 2024-02

EXHIBIT A

CONTRACT AMENDMENT NO. 4
TO PROFESSIONAL SERVICE AGREEMENT
WITH L&G ENGINEERING FOR PS&E FOR THE
365 TOLLWAY PROJECT

TO THE AMENDED AND RESTATED
PROFESSIONAL SERVICE AGREEMENT WITH
L&G ENGINEERING

Rescinded by
Resolution 2024-02

**SUPPLEMENTAL AGREEMENT NO. 4
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 4 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Design Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and L&G Consulting Engineers, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on March 31, 2026.

This Supplemental Agreement No. 4 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

(Signature)

(Printed Name)

(Title)

(Date)

THE AUTHORITY

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)
Executive Director

(Title)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY BOARD

RESOLUTION No. 2023-56

**APPROVAL OF CONTRACT AMENDMENT NUMBER 6
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH ROW SURVEYING SERVICES FOR A NO-COST
TIME EXTENSION TO PROVIDE SURVEY SERVICES
FOR THE 365 TOLLWAY AND INTERNATIONAL
BRIDGE TRADE CORRIDOR PROJECTS**

THIS RESOLUTION is adopted this 12th day of December, 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act");

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012- 04, creating the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012 the Authority approved Resolution 2012-04 authorizing the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on October 16, 2013 the Authority approved Resolution 2013-41 authorizing the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for the International Bride Trade Corridor Project for Engineering, Surveying and Geotechnical Services; and

WHEREAS, on November 20, 2014, the Authority approved Resolution 2013- 53 the Technical Committee has rated and ranked the Statements of Qualifications for the International Bridge Trade Corridor Project for Surveying Services and recommended that HCRMA staff be authorized to negotiate with all qualified Surveying Finns (Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services) to establish a surveying pool for the project; and

WHEREAS, on June 18, 2014, the Authority approved Resolution 2014-53 awarding professional service agreements to Halff Associates, RODS Surveying, Quintanilla, Headley & Associates, Land Tech Consultants, R. Gutierrez Engineering, Malden & Hunt, DOS Land Surveying, SAMES, Bain Medina Bain, ROW Surveying Services and Fulcrum Consulting Services for surveying services for the International Bridge Trade Corridor Project; and

WHEREAS, the Authority to approved Resolution 2016-127, which Awarded a Contract and Work Authorization Number 1 to the professional service agreement with ROW Surveying Services, LLC to provide parcel sketches for existing county road right of ways as part of the 365 Tollway Project in the contract amount of \$25,000.00 and Work Authorization Number 1 amount of \$8,120.00; and

WHEREAS, Resolution 2016-127 erroneously list the scope of work for Work Authorization Number 1 as providing parcel sketches for existing county road right of ways; and

WHEREAS, the correct scope of work for Work Authorization Number 1 is to provide updated sketches for Parcels 19, 34, 109 and 114 as part of the 365 Tollway Project; and

WHEREAS, approval of Resolution 2017-21 is necessary to correct the scrivener error in Resolution 2016-127; and

WHEREAS, on February 28, 2017, the Authority approved Resolution 2017- 19 Work Authorization Number 2 to the professional service agreement with ROW Surveying Services, LLC to provide parcel sketches for existing county road right of way parcels and gaps as part of the 365 Tollway Project in the amount of \$65,115.00; and

WHEREAS, on February 28, 2017, the Authority approved Resolution 2017-20 Contract Amendment Number 1 to the professional service agreement with ROW Surveying Services, to increase the maximum amount payable for Work Authorization Number 2 in the amount of \$48,235.00; and

WHEREAS, on March 28, 2017, the Authority approved Resolution 2017-40 Work Authorization Number 3 to the professional service agreement with ROW Surveying Services, LLC to provide a survey for parcel 59-B as part of the 365 Tollway Project in the amount of \$2,125.00; and

WHEREAS, on March 28, 2017, the Authority approved Resolution 2017-41 Contract Amendment Number 2 to the professional service agreement with ROW Surveying Services, to increase the maximum amount payable for Work Authorization Number 3 in the amount of \$75,360.00;

WHEREAS, on April 25, 2017, the Authority approved Resolution 2017-49 Work Authorization 4 to the professional service agreement with ROW Surveying Services, to revise parcels 111, 112B, and 114 at 23rd and Levee for the International Bridge Trade Corridor in the amount of \$5,935.00; and

WHEREAS, on April 25, 2017, the Authority approved Resolution 2017-50 Contract Amendment 3 to the professional service agreement with ROW Surveying Services, to increase the amount for Work Authorization 4 for a revised maximum amount payable of \$81,295.00.00; and

WHEREAS, on May 23, 2017, the Authority approved Resolution 2017-56 Work Authorization Number 2 – Supplemental 1 to the professional service agreement with ROW Surveying Services, for a no-cost time extension to provide surveys for parcel gaps as part of the 365 Tollway Project; and

WHEREAS, on May 23, 2017 the Authority approved Resolution 2017-57 Work Authorization Number 3 – Supplemental 1 to the professional services agreement with ROW Surveying Services, for a no-cost time extension to provide a survey for the Tanner Property as part of the 365 Tollway Project; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-35 Contract Amendment 4 to the Professional Services Agreement with ROW Surveying Services, LLC for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-65 Contract Amendment 5 to the Professional Services Agreement with ROW Surveying Services, LLC for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-56 Contract Amendment 6 to the Professional Services Agreement with ROW Surveying Services, LLC for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Resolution 2023-56 to the professional Services Agreement with ROW Surveying Services, LLC for a no-cost time extension to provide survey services for the 365 Tollway and International Bridge Trade Corridor Projects, hereto attached as Exhibit A.
- Section 3. The Board authorizes the Executive Director to execute, Contract Amendment Number 6 to the Professional Services Agreement for Surveying Services with ROW Surveying Services, LLC as approved.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 12th day of December, 2023, at which meeting a quorum was present.


S. David Deanda, Jr., Chairman



Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A

Contract Amendment

Number 6

to

Professional Service Agreement

with

ROW Surveying Services, LLC

For

Survey Services

**CONTRACT AMENDMENT NUMBER 6
TO PROFESSIONAL SERVICES
AGREEMENT FOR SURVEYING SERVICES**

THIS CONTRACT AMENDMENT NO 6 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Surveying Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and ROW Surveying Services, LLC. (the Surveyor).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on March 31, 2026.

This Contract Amendment No. 6 to the Professional Services Agreement shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE SURVEYOR

THE AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)
Executive Director

(Title)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-57

**APPROVAL OF CONTRACT AMENDMENT 9 TO THE
PROFESSIONAL SERVICES AGREEMENT WITH S&B
INFRASTRUCTURE FOR A NO-COST TIME EXTENSION TO
PROVIDE PLANS, SPECIFICATIONS AND ESTIMATES FOR THE 365
TOLLWAY PROJECT, SEGMENT 1**

THIS RESOLUTION is adopted this 12th of December 2023 by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on October 27, 2011, the Authority awarded a professional service agreement for engineering services to S&B Infrastructure (the "Consultant") for design work, including plans, specifications, and estimates, for the Trade Corridor Connector ("SH 365 TCC") and on May 2, 2012, by Resolution 2012-11, the Authority amended and restated that agreement (the "Amended and Restated Agreement") in the maximum payable amount of \$4,363,952.78; and

WHEREAS, on May 2, 2011 the Authority approved by Resolution 2012-11 Work Authorization 1 under the Amended and Restated Agreement in the amount of \$887,287.51; and

WHEREAS, on November 21, 2012, the Authority Amended and Restated by Resolution 2012-37 the professional service agreement with the Consultant to perform plans, specifications and estimates for the revised State Highway 365 (SH 365) project limits from East of McColl Road (Project Station 986+00) to US 281/Military Highway and to revise the DBE/HUB reporting requirements in the amount of \$350,386.28. The Consultants maximum payable amount was revised from \$4,363,952.78 to \$4,714,339.28 and Work Authorization 1 remained in the amount of \$887,287.51; and

WHEREAS, on December 18, 2013, the Authority approved by Resolution 2013-63 Work Authorization Number 2 to the Professional Service Agreement with S&B Infrastructure for final plans, specifications and estimates for the SH 365 Project from McColl Road to US 281/Military Highway in the amount of \$3,611,450.16; and

WHEREAS, on June 23, 2015, the Authority approved Resolution 2015-34 Work Authorization 2 Supplemental 1 to the Professional Service Agreement with S&B Infrastructure to provide irrigation details for the SH365 Project from McColl Road to US 281/Military Highway in the amount of \$100,244.60; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-45 Work Authorization 1 Supplemental 1 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension for State Highway 365 Segment I Schematics and Route Studies; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-53 Work Authorization 2 Supplemental 2 to the Professional Service Agreement with S&B Infrastructure to provide "I" Road Steel Bridge Design for the State Highway 365 Segment I Project in the amount of \$415,016.03; and

WHEREAS, on July 28, 2015, the Authority approved Resolution 2015-54 Contract Amendment 1 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 1 Supplemental 1 and Work Authorization 2 Supplemental 2 in the amount of \$299,599.02 for a revised maximum payable amount of \$ 5,013,998.30; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-83 Work Authorization 1 Supplemental 2 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension; and

WHEREAS, on December 15, 2015, the Authority approved Resolution 2015-84 Work Authorization 2 Supplemental 3 to the Professional Service Agreement with S&B Infrastructure to provide a no-cost time extension; and

WHEREAS, on February 23, 2016, the Authority approved by Resolution 2016-16 Work Authorization 2 Supplemental 4 to the Professional Service Agreement with S&B Infrastructure to revise the Plans, Specifications and Estimates to include concrete pavement for the State Highway 365 Segment I Project in the amount of \$101,638.21; and

WHEREAS, on February 23, 2016, the Authority approved by Resolution 2016-17 Contract Amendment 2 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 2 Supplemental 4 in the amount of \$101,638.21 for a revised maximum payable amount of \$5,115,636.51; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-85 Work Authorization 2 Supplemental 5 to the Professional Service Agreement with S&B Infrastructure to revise the final plans, specifications and estimates for Segment 1 of the 365 Tollway Project due to off-system designation and plan set consolidation required by the Texas Department of Transportation in the amount of \$35, 238.42; and

WHEREAS, on June 28, 2016 the Authority approved Resolution 2016-86 Contract Amendment 3 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 2 Supplemental 5 in the amount of \$35,238.42 for a revised maximum payable amount of \$5,150,874.93; and

WHEREAS, on August 23, 2016 the Authority approved Resolution 2016-104 Work Authorization 1 Supplemental 3 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension to provide routes to the 365 Tollway Project ; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-115 Work Authorization 2 Supplemental 6 to the Professional Service Agreement with S&B Infrastructure to

provide PS&E due to the addition of signalized intersection at FM 2061/Juan Balli and 365 Tollway in the amount of \$26,851.26; and

WHEREAS, on September 27, 2016 the Authority approved Resolution 2016-116 Contract Amendment 4 to the Professional Service Agreement with S&B Infrastructure to increase the maximum payable amount for Work Authorization 2 Supplemental 6 in the amount of \$26, 851.26 for a revised maximum payable amount of \$5,177,726.19; and

WHEREAS, on February 28, 2017 the Authority approved Resolution 2017-13 Work Authorization 2 Supplemental 7 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension for the 365 Tollway Project ; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-30 Work Authorization 3 to the Professional Service Agreement with S&B Infrastructure for realignment of Hidalgo County Irrigation District Number 2 Laterals "B" and "C" as part of the 365 Tollway Project in the amount of \$274,111.29; and

WHEREAS, on April 25, 2017 the Authority approved Resolution 2017-47 Contract Amendment 5 to the Professional Service Agreement with S&B Infrastructure for Work Authorization 3 in the amount of \$274,111.29, for a revised maximum payable amount of \$5,451,837.48; and

WHEREAS, on October 24, 2017 the Authority approved Resolution 2017-84 – Approval of Work Authorization Number 4 to the Professional Service Agreement with S&B Infrastructure to provide digital cross-section for use as part of the 365 Tollway bid documents in the amount of \$5,576.64;

WHEREAS, on October 24, 2017 the Authority approved Resolution 2017-85 Contract Amendment 6 to the Professional Service Agreement with S&B Infrastructure for Work Authorization 4 in the amount of \$5,576.64, for a revised maximum payable amount of \$5,457,414.12; and

WHEREAS, on the 26th of June 2018 the Authority approved Resolution 2018-25 – Contract Amendment 7 to the Professional Services Agreement with S&B Infrastructure, Ltd for a no-cost time extension to provide plans, specifications and estimates for the 365 Tollway Project Segment 1; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-55 – Contract Amendment 8 to the Professional Services Agreement with S&B Infrastructure, Ltd for a no-cost time extension to provide plans, specifications and estimates for the 365 Tollway Project Segment 1.

WHEREAS, the Authority finds it necessary to approve Resolution 2023-57 – Contract Amendment 9 to the Professional Services Agreement with S&B Infrastructure, Ltd for a no-cost time extension to provide plans, specifications and estimates for the 365 Tollway Project Segment 1.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS
OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.
- Section 2. The Board hereby approves Contract Amendment 9 to the Professional Service Agreement with S&B Infrastructure for a no-cost time extension to provide plans, specifications and estimates for the 365 Tollway Project Segment 1, attached hereto as Exhibit A.
- Section 3. The Board hereby authorizes the Executive Director to execute Contract Amendment 9 as approved by the Board of Directors.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 12th of December 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT 9
TO PROFESSIONAL SERVICE AGREEMENT WITH S&B INFRASTRUCTURE
FOR PS&E FOR THE 365 TOLLWAY PROJECT

TO
AMENDED AND RESTATED PROFESSIONAL SERVICE AGREEMENT WITH
S&B INFRASTRUCTURE

**CONTRACT AMENDMENT NUMBER 9
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES**

THIS CONTRACT AMENDMENT NO 9 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Design Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and S&B Infrastructure, LTD (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on March 31, 2026.

This Contract Amendment No. 9 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

THE AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)
Executive Director

(Title)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023-58

APPROVAL OF CONTRACT AMENDMENT NUMBER 6 TO
PROFESSIONAL SERVICE AGREEMENT WITH TEDSI
INFRASTRUCTURE GROUP FOR A NO COST TIME EXTENSION
TO PROVIDE INTELLIGENT TRAFFIC SYSTEM AND TOLL
INTEGRATION SERVICES

THIS RESOLUTION is adopted this 12th day of December 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the “Authority”), acting through its Board of Directors (the “Board”), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the “Act”); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County; and

WHEREAS, on February 22, 2012 the Authority approved by Resolution 2012-04, which created the Technical Committee, comprised of senior level engineers and professional from various communities and agencies in the jurisdiction of the Authority, to serve to advise the Board on procurement and consultant work products; and

WHEREAS, on February 22, 2012, Resolution 2012-04 also authorized the Executive Committee to determine the size, structure and scope of the Technical Committee, identify candidates and issue requests for participation; and

WHEREAS, on March 31, 2014, by Resolution 2014-30 the Board of Directors authorized the use and structure of the Technical Committee to rate, rank and recommend a short list to the Board of Directors for the Statements of Qualifications for ITS & Toll Designer Services; and

WHEREAS, on April 23, 2014, by Resolution 2014-39 the Technical Committee has rated and ranked the Statements of Qualifications for the ITS & Toll Designer Services and recommends that the top two firms of TEDSI Infrastructure Group and Maldonado-Burkett be interviewed by the Board of Directors; and

WHEREAS, on April 23, 2014, by Resolution 2014-39 the Board of Directors accepted the Technical Committee short list ranking and authorized staff to schedule formal interviews with TEDSI Infrastructure Group and Maldonado-Burkett at the next available regular meeting; and

WHEREAS, on May 21, 2014, by Resolution 2014-48 the Board of Directors interviewed all the short listed firms for ITS & Toll Designer Services for the Hidalgo County Loop System, determined a final ranking and authorize HCRMA Staff to negotiate with TEDSI Infrastructure Group; and

WHEREAS, on July 23, 2014, by Resolution 2014-75 the Authority approved the Professional Service Agreement with TEDSI Infrastructure Group for ITS and Toll Designer Services for the Hidalgo County Loop System for a maximum payable amount of \$270,100.69; and

WHEREAS, on July 23, 2014, the Authority approved by Resolution 2014-76 Work Authorization 1 to the Professional Service Agreement with TEDSI Infrastructure Group to provide Concept of Operations and Business Rules for the Hidalgo County Loop System in the amount of \$270,100.69; and

WHEREAS, on May 28, 2015, the Authority approved by Resolution 2015-25 Work Authorization 2 to the Professional Service Agreement with TEDSI Infrastructure Group for detailed toll infrastructure cost estimates for the State Highway 365 Project in the amount of \$14,219.84; and

WHEREAS, on June 23, 2015, the Authority approved by Resolution 2015-36 Work Authorization 3 to the Professional Service Agreement with TEDSI Infrastructure Group for toll integration for the State Highway 365 project in the amount of \$318,116.48; and

WHEREAS, on June 23, 2015 the Authority approved by Resolution 2015-37 for Contract Amendment 1 and Contract Amendment 2 to the Professional Service Agreement with TEDSI Infrastructure Group to increase the maximum payable amount by \$14,219.84 and \$318,116.48 for Work Authorization 2 & 3 respectively in the amount of \$332,336.32 for a revised maximum payable amount of \$602,437.01; and

WHEREAS, on March 22, 2016, the Authority approved by Resolution 2016-41 Work Authorization 4 to the Professional Service Agreement with TEDSI Infrastructure Group to provide toll gantries and related appurtenances for the State Highway 365 Project in the amount of \$820,168.30; and

WHEREAS, on March 22, 2016, the Authority approved by Resolution 2016-42 Contract Amendment 3 to the Professional Service Agreement with TEDSI Infrastructure Group to increase the maximum payable amount by \$820,168.30 for Work Authorization 4 for a revised maximum payable amount of \$1,442,605.31; and

WHEREAS, on April 26, 2016, the Authority approved Resolution 2016-70 Work Authorization 3 Supplemental 1 to the Professional Service Agreement with TEDSI Infrastructure Group for a no cost time extension for the Hidalgo County Loop System; and

WHEREAS, on July 26, 2016 the Authority approved Resolution 2016-100 Work Authorization 4 Supplemental 1 to the Professional Service Agreement with TEDSI Infrastructure Group for a no cost time extension for the 365 Tollway Project; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-31 Work Authorization 3 Supplemental 2 to the Professional Service Agreement with TEDSI Infrastructure Group for toll integration for the State Highway 365 project for a no cost time extension; and

WHEREAS, on March 28, 2017 the Authority approved Resolution 2017-32 Work Authorization 4 Supplemental 2 to the Professional Service Agreement with TEDSI Infrastructure Group to provide toll gantries and related appurtenances for the State Highway 365 Project for a no cost time extension; and

WHEREAS, on June 26, 2018 the Authority approved Resolution 2018-27 Contract Amendment Number 4 to the Professional Service Agreement with TEDSI Infrastructure Group for a no-cost time extension to provide Intelligent Traffic System and Toll Integration Services; and

WHEREAS, on November 32, 2021 the Authority approved Resolution 2021-57 Contract Amendment Number 5 to the Professional Service Agreement with TEDSI Infrastructure Group for a no-cost time extension to provide Intelligent Traffic System and Toll Integration Services.

WHEREAS, on the Authority finds it necessary to approve Resolution 2023-58 Contract Amendment Number 6 to the Professional Service Agreement with TEDSI Infrastructure Group for a no-cost time extension to provide Intelligent Traffic System and Toll Integration Services.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.

Section 2. The Board hereby approves Contract Amendment Number 6 to the Professional Service Agreement with TEDSI Infrastructure Group for a no-cost time extension to provide Intelligent Traffic System and Toll Integration Services, hereto attached as Exhibit A.

Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 6 to the Professional Service Agreement with TEDSI Infrastructure Group for ITS & Toll Designer Services as approved by the Board.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 12th day of December 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A

**Contract
Amendment Number 6**

To The

**Professional Service
Agreement**

With

**TEDSI Infrastructure
Group**

For

**ITS & Toll Designer
Services**

**CONTRACT AMENDMENT NUMBER 6
TO PROFESSIONAL SERVICES
AGREEMENT FOR ENGINEERING / DESIGN SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO 6 TO MAIN CONTRACT is made pursuant to the terms and conditions of “Attachment A General Provisions Section 6 Supplemental Agreements of that certain Professional Services Agreement for Engineering Design Services” hereinafter identified as the “Agreement,” entered into by and between the Hidalgo County Regional Mobility Authority (Authority), and TEDSI Infrastructure Group, Inc. (the Engineer).

The following terms and conditions of the Agreement are hereby amended as follows:

Article II Agreement Period

This Agreement becomes effective when fully executed by all parties hereto and it shall terminate at the close of business on March 31, 2026.

This Supplemental Agreement No. 6 to the Main Contract shall become effective on the date of final execution of the parties hereto. All other terms and conditions of the Agreement not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF, this Supplemental Agreement is executed in duplicate counterparts and hereby accepted and acknowledged below.

THE ENGINEER

THE AUTHORITY

(Signature)

(Printed Name)

(Title)

(Date)

(Signature)
Pilar Rodriguez, P.E.

(Printed Name)
Executive Director

(Title)

(Date)

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

BOARD RESOLUTION No. 2023- 59

CONSIDERATION AND APPROVAL OF CONTRACT AMENDMENT NUMBER 4 TO THE PROFESSIONAL SERVICE AGREEMENT WITH SENDERO ACQUISITIONS, LP FOR A NO-COST TIME EXTENSION TO PROVIDE RIGHT-OF-WAY ACQUISITION SERVICES FOR THE 365 TOLLWAY PROJECT

THIS RESOLUTION is adopted this 12th day of December, 2023, by the Board of Directors of the Hidalgo County Regional Mobility Authority at a regular meeting.

WHEREAS, the Hidalgo County Regional Mobility Authority (the "Authority"), acting through its Board of Directors (the "Board"), is a regional mobility authority created pursuant to Chapter 370, Texas Transportation Code, as amended (the "Act"); and

WHEREAS, the Authority is authorized by the Act to address mobility issues in and around Hidalgo County;

WHEREAS, the Authority solicited Statement of Qualifications for Right of Way Agent Services for the State Highway 365 and International Bridge Trade Corridor Projects; and

WHEREAS, on September 27, 2013, the Authority received a single response to the request for Statement of Qualifications for Right of Way Agent Services for the State Highway 365 and International Bridge Trade Corridor Project; and

WHEREAS, on December 18, 2013, the Authority authorized HCRMA staff to negotiate with the single response to the Statement of Qualifications for Right-of- Way Agent Services; and

WHEREAS, on March 19, 2014, the Authority awarded a Professional Service Agreement to AR\WS Texas LP for Right of Way Agent Services; and

WHEREAS, on March 28, 2017, the Board approved Resolution 2017-28 approving Supplemental 1 to the Professional Service Agreement with Sendero Acquisitions, LP., (Assignment of contract from AR/WS Texas LP) for a no-cost time extension (March 31, 2017 to December 31, 2018) to provide Right of Way Services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on December 11, 2018 the Authority approved Resolution 2018-73 for Supplemental 2 to the Professional Service Agreement with Sendero Acquisition, LP, to provide Right of Way Services to the Hidalgo County Regional Mobility Authority for the 365 Tollway and International Bridge Trade Corridor projects; and

WHEREAS, on November 23, 2021 the Authority approved Resolution 2021-69 – Consideration and Approval of Contract Amendment Number 3 to the professional service agreement with Sendero Acquisitions, LP for a time extension and milestone unit cost update to provide Right-of-Way Acquisition Services to the Hidalgo County Regional Mobility Authority; and

WHEREAS, on November 23, 2021, the Authority approved Resolution 2021-70 Consideration and Approval of Work Authorization Number 7 with Sendero Acquisitions, LP to provide Remaining 365 Tollway Right-of-Way Acquisition Services; and

WHEREAS, the Authority finds it necessary to approve Resolution 2023-59 – Approval of Contract Amendment Number 4 to the Professional Service Agreement with Sendero Acquisitions, LP for a no-cost time extension to provide Right of Way Services to the Hidalgo County Regional Mobility Authority;

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY THAT:

- Section 1. The recital clauses are incorporated in the text of this Resolution as if fully restated.


- Section 2. The Board approves Contract Amendment Number 4 with Sendero Acquisitions, LP for a no-cost time extension to provide remaining 365 Tollway Right-of-Way Acquisition Service, hereto attached as Exhibit A.

- Section 3. The Board authorizes the Executive Director to execute Contract Amendment Number 4 to the Professional Service Agreement with Sendero Acquisitions, LP, for a no-cost time extension to provide Right of Way Agent Services to the Hidalgo County Regional Mobility Authority.

PASSED AND APPROVED AS TO BE EFFECTIVE IMMEDIATELY BY THE BOARD OF DIRECTORS OF THE HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY AT A REGULAR MEETING, duly posted and noticed, on the 12th day of December 2023, at which meeting a quorum was present.



S. David Deanda, Jr., Chairman



Juan Carlos Del Angel, Secretary/Treasurer

EXHIBIT A

CONTRACT AMENDMENT NUMBER 4 TO THE PROFESSIONAL SERVICE AGREEMENT

WITH

SENDERO ACQUISITIONS, LP

FOR

ACQUISITION OF RIGHT OF WAY

**CONTRACT AMENDMENT NUMBER 4
SENDERO ACQUISITION, LP
365 TOLLWAY
RIGHT OF WAY ACQUISITION SERVICES**

1. Term: Expires on March 31, 2026
2. Additional Requirements (if any): None

Accepted by Acquisition Provider:

Authorized by the HCRMA:

Signature

Signature

Carlos Lascurain
Name

Pilar Rodriguez
Name

Principle
Title

Executive Director
Title

Sendero Acquisition, LP
Company Name

Hidalgo County RMA
Company Name

Date

Date